



**CITY OF ELKO  
CITY MANAGER  
1751 COLLEGE AVENUE  
ELKO, NEVADA 89801  
(775) 777-7110/FAX (775) 777-7119**

### **PUBLIC MEETING NOTICE**

The Elko City Council will meet in regular session on  
Tuesday, September 14, 2021 at 4:00 P.M.–7:00 P.M., P.D.S.T.,  
at the Elko City Hall, 1751 College Avenue, Elko, Nevada  
and by utilizing **GoToMeeting.com**

Please join the meeting from your computer, tablet or smartphone.

**GoToMeeting.com**

**<https://global.gotomeeting.com/join/935467373>**

### **ELKO CITY HALL**

**1751 College Avenue, Elko, NV 89801**

**Date/Time Posted: 8:30 a.m. P.D.S.T., Thursday, September 9, 2021**

Posted by: **Kim Wilkinson, Administrative Assistant** *Kim Wilkinson*

The public may contact Kim Wilkinson by phone at (775) 777-7110 or email at **[kwilkinson@elkocitynv.gov](mailto:kwilkinson@elkocitynv.gov)** to request supporting material for the meeting described herein. The agenda and supporting material is available on the City website at **<http://www.elkocity.com>**

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/935467373>** You can also dial in using your phone at **United States: +1 (408) 650-3123** the Access Code for this meeting is **935-467-373** Public Comment and questions can be received by calling **(775) 777-0590** or by emailing: **[cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)**

*Dated this Thursday, September 9, 2021*

### **NOTICE TO PERSONS WITH DISABILITIES**

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801, or by calling (775) 777-7110.

**Curtis Calder, City Manager  
Elko, Nevada**

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.S.T., TUESDAY, SEPTEMBER 14, 2021**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**  
**<https://global.gotomeeting.com/join/935467373>**

**CALL TO ORDER**

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

**APPROVAL OF MINUTES:      August 24, 2021      Regular Session**

**I.      PRESENTATIONS**

- A.      Presentation and discussion regarding the updates being made by FEMA to our local floodplain maps, and discussion of the map update process, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

FEMA has been in the process of performing detailed studies of our local floodplains. New preliminary mapping has been received by City Staff. This presentation will outline the work being done, and the next steps for the City. BT

**II.     CONSENT AGENDA**

- A.      Review, consideration, and possible approval of a request from Conrad & Bischoff, Inc., an Idaho Corporation to assign its rights and duties under a lease agreement for airport land generally known as the "Airport Shell" to Conrad & Bischoff, LLC, a Delaware limited-liability company, and matters related thereto. **FOR POSSIBLE ACTION**

Conrad & Bischoff, Inc. was recently acquired by Conrad & Bischoff, LLC, a Delaware limited-liability company through a stock purchase. Although the names of the two companies are nearly identical, these are actually two separate companies. If the assignment and assumption is approved, Conrad & Bischoff,

LLC, will assume all rights and duties under the current land lease for the property generally known as "Airport Shell" through the end of the lease term on July 31, 2027, unless sooner terminated under the terms of the lease agreement. JF

- B. Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. William Wright desire to renew the Veterinarian Contract through December 31, 2022. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- C. Review and possible approval of an agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. Hannah Rodriguez desire to renew the Veterinarian Contract through December 31, 2022. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- D. Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department request permission to apply for an Edward Byrne Memorial Justice Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$95,712.00

This grant will allow the purchase of a forensic computer and software. Current computer, which is several years old, takes up to a week to download a single hard drive and is not capable of using all current software. TT

- E. Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department requests permission to apply for an Edward Byrne Memorial Justice Assistance Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$36,001.00

The City of Elko Police Department applies for this grant each year to provide training, travel, equipment, and confidential funds for the ECNU. TT

### **III. PERSONNEL**

- A. Employee Introductions:

1.) Valerie Zatarain, Laboratory Manager, WRF

- B. Review, consideration and possible appointment of a Council member to the vacant position on the Elko County Recreation Board, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 244A the City of Elko must be represented by four members on the Elko County Recreation Board. With the passing of Councilman Hance a vacancy exists. KW

- C. Mayoral designation of Councilman Giovanni Puccinelli's "Liaison" positions within the City of Elko, and matters related thereto. **NO ACTION BY COUNCIL REQUIRED**

Councilman Puccinelli was appointed in to the vacant City Council position on August 10, 2021.

The vacant Liaison positions include:

- Airport & Public Property (2<sup>nd</sup>)
- Streets & Public Works (2<sup>nd</sup>)
- Building Department (2<sup>nd</sup>)
- Water & Sewer
- RAC
- Landfill
- IT Department

- D. Review, consideration, and possible approval of revisions to the position descriptions for WRF Operator I, II, III and IV, and matters related thereto. **FOR POSSIBLE ACTION**

The WRF Operator I, Operator II, Operator III and Operator IV position descriptions have been revised and updated to include the requirement of a Commercial Driver License (CDL) and accurately reflect the duties, and requirements of the position. SS

- E. Review, consideration, and possible approval of revisions to the position descriptions for WRF Operator I, II, III and IV, and matters related thereto. **FOR POSSIBLE ACTION**

The WRF Operator I, Operator II, Operator III and Operator IV position descriptions have been revised and updated to include the requirement of a Commercial Driver License (CDL) and accurately reflect the duties and requirements of the position. SS

- F. Review, consideration, and possible approval of the Part Time Seasonal SnoBowl Maintenance Technician Job Description, and matters related thereto. **FOR POSSIBLE ACTION**

The position of Part Time Seasonal SnoBowl Maintenance Technician will support the SnoBowl operations. This position will provide technical support with the operation/maintenance of mechanical equipment at the SnoBowl, and will provide general support to the Parks Department at the SnoBowl. This is a seasonal, part time position, to be staffed in preparation for the SnoBowl opening, and during the ski season. SS

#### **IV. APPROPRIATIONS**

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible final acceptance of the Public Works Department Preventive Maintenance Project 2021 to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their June 8, 2021 meeting, the Council awarded the bid for the Preventive Maintenance Project 2020 to Sierra Nevada Construction in the amount of \$560,782.00. Sierra Nevada Construction has satisfactorily completed the work. DS

- E. Review, consideration, and possible direction to Staff to solicit bids for the Generator Relocation Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a project budgeted in the current Fiscal Year's Budget. This project consists of relocating the old WRF Generator to City Well I-96. The generator will be placed on a reinforced concrete pad with a fuel containment area due to the proximity of the well. The Generator will have a partial cover built over the top of it to protect it from the elements. The well house and generator will then be outfitted with the necessary electrical components for normal automated operation during power failures. DJ

- F. Review, consideration, and possible direction to Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a project budgeted in the current fiscal year's budget. This project consists of construction and installation of digester draft tube assemblies, including in line heat exchangers, and the rebuild of mixer assemblies for each draft tube. Then an application of a new coat of UV resistant bituminous protective coating over insulation material on exterior of digester, and the removal of two existing boilers

with the replacement of a new single boiler, including replacement of existing steam pipelines from boiler building to digester No. 1. The goal of the project is to upgrade the boiler system for the digesters and replace worn and deteriorated digester components. DJ

- G. Review, consideration, and possible direction to Staff to solicit bids for the WRF West Primary Clarifier Recoating & Repairs Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a maintenance project budgeted for the current fiscal year's budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. DJ

- H. Review, consideration, and possible direction to Staff to solicit bids for the WRF BIOTOWER Removal Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a project budgeted in the current fiscal year's operating budget. The work shall consist of the demolition and removal of the BIOTOWER and pump station and all appurtenances. Additionally, the installation of compacted structural fill will be placed in the void left by the removal of the BIOTOWER and pump station with the completion of final grading of the area. DJ

## **V. SUBDIVISIONS**

- A. Review, consideration, and possible action to conditionally approve Division of Large Parcels No. 2-21, filed by Section Five Associates, LLC, a Final Map for the division of approximately 590.258 acres of property into eight lots for future development, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located at the northern terminus of North 5<sup>th</sup> Street and consists of two existing parcels. APN 001-01D-001 consists of 314.652 acres in an A (General Agriculture) Zoning District within the City of Elko. APN 006-09L-002 consists of 275.60 acres within Elko County. A Tentative Map was conditionally approved by the City Council on August 10, 2021

The Planning Commission considered this Final Map on September 7, 2021, and took action to forward a recommendation to conditionally approve the Final Map associated with Division of Large Parcels No. 2-21. MR

## **VI. NEW BUSINESS**

- A. Review, consideration, and possible approval of Revocable Permit No. 1-21, filed by Big Foot Holdings, LLC., to occupy .537 acres of 12<sup>th</sup> Street Right-of-Way adjacent to their parcel located at 1130 River Street to accommodate landscaping and a freestanding sign, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting the revocable permit to add additional landscaping to the intersection of River Street and 12<sup>th</sup> Street as well as a freestanding sign for Express Car Wash. CL

- B. Review, consideration, and approval of the 2021 City of Elko Land Inventory update, and matters related thereto. **FOR POSSIBLE ACTION**

City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their September 7, 2021 meeting and recommended to City Council to approve the updated land inventory. CL

- C. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli was appointed to the City Council on August 10, 2021 leaving his position on the Planning Commission vacant. Staff conducted the standard recruitment process and has received 1 letter of interest to serve on the Planning Commission, copy of which is included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2024. CL

- D. Review, consideration and possible approval of a Revocable License Agreement between the City of Elko and Elevation Transport, for the use of Airport land as a parking area, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding two (2) parcels leased to Joe's Hauling, known as APN 006-09G-003 and 006-09G-008. In the event Joe's Hauling and the City enter into lease termination agreements for these two parcels, subject to Council approval, Elevation Transport desires to enter into a revocable license agreement with the City to use these parcels as a parking area. JF

- E. Review, consideration and possible approval of a termination agreement between the City of Elko and Joe's Hauling LLC for APN 006-09G-030, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding entering into a lease with the City of Elko for a parcel referred to as APN 006,09G-030, which is currently leased to Joe's Hauling. Joe's Hauling informed City Staff that it was interested in terminating its lease for this parcel. Joe's Hauling is no longer in business. JF

- F. Review, consideration, and possible approval to advertise a request for proposals to operate the Food/Beverage Concession area at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The airport would like to advertise to the public for proposals to operate the Food & Beverage Concession in the airport terminal. Any successful bids for a new contract will be negotiated and brought before the City Council for final approval. JF

- G. Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect to address expansive campsites due to garbage collection and the difficulty in mandating Fire Department inspection and approval of woodstoves or similar device. SAW

- H. Review, consideration and possible approval of a termination agreement between the City of Elko and Rodrigo Mata-Gonzales, dba Grandpa's Tacos, and matters related thereto. **FOR POSSIBLE ACTION**

In March 2020, the City of Elko entered into a concession agreement with Rodrigo Mata-Gonzales, dba Grandpa's Tacos to open a restaurant in the airport terminal building. Due to the Covid pandemic, start dates to open the restaurant were continually pushed back and it eventually became apparent that opening the restaurant in the terminal would not happen. Staff believes it would be in the best interest of the City to terminate the concession agreement with Grandpa's Tacos to make the space available for another business. JF

## **VII. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible action to adopt Resolution 26-21, a resolution establishing administrative fines associated with the enforcement of Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management), and matters related thereto. **FOR POSSIBLE ACTION**

Title 9, Chapters 6, 7, and 8 were recently updated with new enforcement regulations and procedures. Several sections of these chapters reference an administrative fine possibly being imposed upon issuance of a Notice of Violation or a Stop Work Order. This fine is indicated as being set by Resolution of the City Council. The cost of Staff time for the average Notice of Violation and Stop Work Order was calculated and Staff has determined that a fine of \$500 would be appropriate and justifiable. MR

- B. Review, consideration, and possible approval of Resolution No. 28-21, donating approximately 200 pairs of inline and quad roller skates to the Igloo, and matters related thereto. **FOR POSSIBLE ACTION**

On January 15, 2021 the Recreation Department received a letter from the Nevada East Roller Derby Girls stating that they would like to donate or transfer approximately 200 pairs of roller skates to the City of Elko to continue the Family Skate Night Event. Due to impacts from the Covid-19 pandemic, the Recreation Department has not been able to continue to hold the event. The Igloo Recreation Center has requested that the City donate the skates to them for public use at their facility. JW

## **VIII. 5:30 P.M. PUBLIC HEARINGS**

- A. Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-22(H), appealing the Elko City Planning Commission's decision to deny Variance No. 3-21, filed by DAG, LLC on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, located generally on the south corner of the intersection of Idaho Street and 5<sup>th</sup> Street (397 5<sup>th</sup> Street), and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.

The Planning Commission considered the subject variance on July 6, 2021, and took action to deny the variance. Subsequently, the applicant appealed the Planning Commission's decision. The applicant requested the item be tabled July 27, 2021, August 10<sup>th</sup> as well as the August 24<sup>th</sup>, 2021 meeting. CL

## **IX. REPORTS**

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

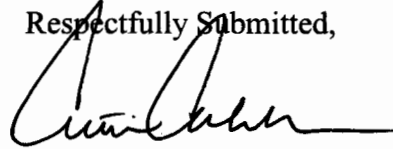
## **COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

**NOTE:** The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

**ADJOURNMENT**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the printed name.

Curtis Calder  
City Manager

City of Elko           )  
County of Elko        )  
State of Nevada       )

SS     August 24, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, August 24, 2021. The meeting was held at the Elko Convention Center, 700 Moren Way, Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

## **CALL TO ORDER**

## **ROLL CALL**

**Council Present:** Mayor Reece Keener  
Councilwoman Simons  
Councilman Chip Stone  
Councilman Clair Morris  
Councilman Giovanni Puccinelli

**City Staff Present:** Curtis Calder, City Manager  
Scott Wilkinson, Assistant City Manager  
Kelly Wooldridge, City Clerk  
Candi Quilici, Accounting Manager  
Jan Baum, Financial Services Director  
Susie Shurtz, Human Resources Manager  
Dennis Strickland, Public Works Director  
Cathy Laughlin, City Planner  
Jim Foster, Airport Manager  
Matt Griego, Fire Chief  
Ty Trouten, Police Chief  
Dave Stanton, City Attorney  
Bob Thibault, Civil Engineer  
Michele Rambo, Development Manager  
James Wiley, Parks and Recreation Director  
Dale Johnson, Utilities Director  
DJ Smith, Computer Information Systems Coordinator  
Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

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on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

**APPROVAL OF MINUTES:      August 10, 2021      Regular Session**

*The minutes were approved by general consent.*

**I.      PRESENTATIONS**

- A.      Presentation of a Retirement Plaque to Fernando Mendive for his 36 Years of Service, and matters related thereto. **ACTION WILL NOT BE TAKEN- INFORMATION ONLY**

Dennis Strickland, Public Works Director, said a few words about Fernando Mendive and how much he will be missed.

Fernando Mendive spoke about all that he has done at the City. When he was hired on he was a waterman at the Golf Course. It was all watered by hand. He has seen many changes and completed many projects. The last project was building a temporary stand for the fire bell that will be at the 9-11 Ceremony. It was a short 36 years.

- B.      Presentation of a Retirement Plaque to John Phil Snyder for his 18 Years and 7 Months of Service, and matter related thereto. **ACTION WILL NOT BE TAKEN- INFORMATION ONLY**

Dale Johnson, Utilities Director, explained Phil had been here almost 14 years and has been in lab work for 43 years. He leaves behind big shoes that need to be filled.

Phil Snyder thanked Mr. Johnson for the recognition. He needs to retire for health reasons and was very sorry to go. He is leaving the City with the lab fully certified.

- C.      Presentation and discussion with representatives from The National Fitness Campaign to consider possible partnerships and grant opportunities for the installation of outdoor exercise equipment at Angel Park, and matters related thereto. **FOR POSSIBLE ACTION**

Council authorized Staff to pursue the installation of outdoor fitness equipment at Angel Park on June 8, 2021. Recently, Staff was able to meet with representatives from the National Fitness Campaign to discuss grant opportunities and the possible partnership with the City of Elko. Staff is requesting authorization from the Council to apply for grant funding. JW

James Wiley, Parks and Recreation Director, introduced representatives from the National Fitness Campaign.

Alex Goldman and Michael Cole introduced themselves (Via GoToMeeting) and gave a presentation (included in packet).

Mayor Keener asked how much does the equipment installation run in general.

Mr. Cole answered they have a partner that does the installations for \$25,000.

Mayor Keener asked Mr. Wiley if he was looking for approval to move forward with the grant application.

Mr. Wiley answered yes. They have \$100,000 in the budget for this project already. His plan is to go ahead and install the concrete pad this spring. This winter, as we go through the budget cycle, if we need to tie up any other funds for that they would put that through the budget process and have it available on July 1 to finish up the purchase of the equipment and the install.

Debbie Pawelek asked if there was enough room they could put in pickle ball courts.

Mr. Wiley answered there would be room for one or two pickle ball courts in that area if that is the direction they decide to go. The initial plan was to landscape that for now but that could be a possibility down the road.

Catherine Wines, Arts and Culture Advisory Board, said the reason she got the email regarding the grant opportunity was because there is also a public art element to this. The backside of it they do a wrap with local public art. This email caught her eye because she thinks it is a great project. She would support this partnering with the Arts Board to get more local public art out there.

Courtney Nalivka, Dietician, came to Council and asked them to pursue this path. She felt this was a great fit for us. Our community needs this to address some of our health issues.

**\*\*** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to authorize staff to apply for grant assistance from The National Fitness Campaign in the amount of \$30,000.

*The motion passed unanimously. (5-0)*

### **III. PERSONNEL**

#### **A. Employee Introductions:**

1.) Rhett Farnell, Police Patrol I, Police Department

*Present and introduced.*

2.) Zach Wrenfrow, Mechanic I, Fleet Department

*Present and introduced.*

### **V. NEW BUSINESS**

A. Review, discussion, and consideration of prohibiting door-to-door solicitation and/or door-to-door administration of COVID-19 vaccinations within the City of

Elko without the prior consent of the resident, and matters related thereto. **FOR POSSIBLE ACTION**

This item is based upon a Citizen request. CC

Curtis Calder, City Manager, explained this item would initiate code changes with regard door-to-door solicitation within our community. We already have codes in place for that. Nothing specific to this but it is a discussion item to get direction from Council to see if there is something we can do with regard to bringing a first reading and ordinance back to the Council.

Dave Stanton, City Attorney, thought this is was a complex issue that involves a couple of constitutional issues. It involves the 14<sup>th</sup> Amendment and also the 1<sup>st</sup> Amendment. If the City Council enacts an ordinance that creates some sort of disparate treatment between two groups of people or two entities, the analysis is known as a rational basis test. If you make a distinction between two groups in an ordinance, there has to be a rational relationship between the classification and what is known as a legitimate governmental interest. The agenda item does make a distinction between solicitors of one type vs a solicitor for every other type of solicitor. The issue of whether it is a legitimate governmental interest is interesting and difficult because he couldn't find a basis to answer the question whether the type of prohibition we are looking at is a legitimate governmental interest or not. If the Council were to go in that direction, the findings would have to support a legitimate governmental interest in making this classification. It is up to Council to come up with that. It can be a test case for the courts because he couldn't find any already.

Councilwoman Simons stated she had seen something saying we could put prohibitions in place concerning time...

Mr. Stanton interrupted and said that had to do with the 1<sup>st</sup> Amendment analysis. That says the government can place reasonable time, place and matter restrictions on certain activities but the 1<sup>st</sup> Amendment problem is wrapped up in a case called Project 80's vs. City of Pocatello. It is a 1991 9<sup>th</sup> Circuit Case that encapsulates the issue. The Supreme Court held on the issue of what kind of restrictions can be placed on solicitations. What it comes down to is in the cities of Idaho Falls and Pocatello, both cities enacted ordinances that placed prohibitions on all door-to-door solicitations. They said you can't do it. Elko is subject to all constitutional requirements. The problem is that you have to establish that the City has a governmental interest. There is not a lot of law on this specifically but in the case he was referring to the court said they would assume that there is a substantial governmental interest in protecting from the intrusion of door-to-door solicitations. Maybe it protects privacy and crime in some cases. But you have to come up with and look at what less restrictive means might exist to accomplish the same thing short of an out-and-out ban. The court didn't give a lot of guidance in how you do it but they did say one thing that resonates in this case. If you make an out-and-out prohibition like this you are preventing door-to-door solicitations for people who want to have door-to-door solicitations. Some people like that. You are preventing that type of commercial free speech. The court said you have to look at less restrictive means. The may be able to enact an ordinance that had some sort of "opt out" system for people who do not want people coming to their doors for certain purposes.

Mayor Keener wondered who would administer all of that.

Mr. Stanton agreed the administration would be difficult. He was looking at it from strictly a legal standpoint in terms of what would be more defensible in court. Coming up with a specific prohibition like this and making a distinction between the COVID vaccinations vs. other types of solicitations. Once you make that distinction, then all of a sudden you bring in the 14<sup>th</sup> Amendment and the equal protection clause and you would have to come up with a legitimate governmental interest and you would have to have a relation between that legitimate governmental interest and the ordinance.

Councilwoman Simons said she found some articles that mention this would be unconstitutional because you are saying you can't talk about vaccinations. If you say you can't talk to people about getting vaccines, then you also can't talk about the cons of getting vaccines and you have violated 1<sup>st</sup> Amendment rights.

Mr. Stanton answered that was a good point and it is a real problem. As a city, do we have a legitimate governmental interest to shut down that one form of free speech? How will you make that distinction? Legally, it is a difficult thing to shut down one form of speech to the exclusion of another.

Mayor Keener asked the petitioner to come up and explain what he was asking of the board.

Lee Hoffman, 1085 Barrington Ave., stated he has been to these meetings because he is concerned about where we are headed as a country. He supports the 1<sup>st</sup> and the 14<sup>th</sup> Amendments. He brought this item is because he has been encouraging our local entities to be synchronized and working together to protect our freedoms, which he believes are being challenged in this 1.5 year-long emergency declaration that our governor has imposed. He knows the Council is bound by law and financial considerations and he doesn't want them to do anything that is against the law. This is a case where they are bound and constrained by law. You may want to wait until after the County Commission takes action to see what they do. He is not an attorney. President Biden has proposed the door-to-door vaccinations. These mandates just keep growing and pushing on us. The rational basis – as he understood it, as President Biden was proposing something, it wasn't just a matter of going door-to-door and saying vaccinations are good. It was going door-to-door and asking the individuals about their vaccination status. There is a privacy and right to your personal health issue here. In terms of governmental interest: he felt it was in the interest of the City to protect the rights of its citizens to the best of its ability to do so. The City doesn't have the authority that the State does or the State Board of Health does but it is a matter of pushing back whenever we can. He asked that they seek ways and work with the County Commission to seek ways where you might possibly be able to come up with an ordinance that would help protect us from this invasion of privacy. It's not a matter of talking about vaccines, it is about having someone come to your door and ask if you are vaccinated.

Councilwoman Simons asked that if someone came to your door and asked if you were vaccinated, you have every right to say goodbye and shut the door, right?

Mr. Stanton answered you don't have to say anything, just shut the door.

Councilwoman Simons pointed out they would not have to answer that question.

Mayor Keener wondered if that gets into HIPPA Law, asking people medical information?

Mr. Stanton answered it depends and it could. It is a federal law.

Councilwoman Simons didn't think we needed an ordinance for something that is clearly already a law.

Mr. Stanton said anyone has the right not to talk to anyone that comes to their door. People have the right to put a sign on the front of their house or on their lawn saying if you are coming to my house to ask this question, you are not welcome here. These are things the individual has a right to do. We are talking about a city government stepping in and assuming some sort of role as a governmental entity and that is where we are constrained.

Councilman Morris agreed that with the exception of the school kids selling stuff to raise money for school, he doesn't want anyone coming to his door. He will shut the door on them if they start asking about vaccinations. There are times he doesn't even go to the door when he sees someone he doesn't know.

Mayor Keener asked if someone has a "No Solicitation" sign on their door but they still go to their door, are they trespassing?

Mr. Stanton answered he hasn't dealt with that issue in the criminal context. He wonders if we could look at modifying our code to do something like that. If you do approach a residence and knock on the door despite the presence of a "No Solicitation" sign, whether we can turn that into a trespass. He could research that if Council wanted him to. It's not part of the agenda item but it is something he can do.

Councilman Puccinelli agreed he doesn't want people knocking on his door other than the kids.

Mr. Stanton said we would have to carve out an exception for Trick or Treaters. We can explore that a bit further.

Councilman Morris thought it would be cleaner to just say no and shut the door.

Tony (last name and address unknown) stated he knew Council was men and women of courage, and this is America, and for us to use our tax dollars to pay for employees to go around and put up No Soliciting signs... We just want to be left alone. People that have gotten COVID and got over it are better off than those that have gotten the vaccinations. You are going around asking if they have the vaccination but not asking if they have had COVID. It is muddy water. We have so many regulations and things we have to sign. We don't know what is going to happen in the future but you can't keep asking good people to accept government interference in our lives.

Catherine Halley, 5337 Chilicoot Drive, said she is a parent and grandmother. We are talking about the future of our children. If we don't push back on this, what is next? She heard the City Attorney say "difficult" but she did not hear him say impossible. It is dangerous having people come to your door these days. People will shoot you and rob you. Fight with whatever you have to fight with and take care of this community.

Vernon Hatch, Coalition of Nevada Voters, 1245 Idaho Street #29, said he has been in the alternative health business for 25 years. The door-to-door vaccinations are an intrusion to one's right to privacy. It is a violation of HIPPA. We talked about a "No Solicitation" sign but what we really need to talk about it taking away the fear, especially from the most vulnerable, the senior citizens. The door-to-door intrusion is government overreach. These are FEMA workers that are instructed to lie and misrepresent themselves and to get in the door any way they can. We shouldn't have to be burdened with the fear of having to figure out what we do with these people when they come to our door. We will hold the governor accountable for his misdeeds along with his minions.

Janine Hansen, Nevada Families for Freedom, applauded Council's courage and willingness to put this on the agenda. We have heard some very good things today. She understood their concerns about the 1<sup>st</sup> and 14<sup>th</sup> Amendments. Those are very important to all of us. She isn't so concerned about the door-to-door solicitations anymore because we have seen the Biden administration move away from that. Now they are pushing businesses and others to mandate vaccines in their businesses. Going door-to-door proved to be a failure for them in terms of publicity. Hopefully, that will never happen but if you could clean up our code and ordinances, that would be a great place to start and she would appreciate that. The real concern that we have is that they are working towards implementing vaccine passports. We see what is happening in other countries right now. We see in France how they are prohibiting people from going to the grocery store if they have not had the vaccine. She had COVID so she doesn't need a vaccine. There are many people like her and many that can't get the vaccine for a number of reasons. We are encouraging you to push back any every level because unless we push back at the local level we are lost. We have nothing to say in Washington DC. The State Legislature has implemented many new rules and have completely ignored the will of the people. We do not have liberty in our state and we do not operate under the constitution. We operate under tyranny. If you don't push back on tyranny in every way you can then you will be swept in with all of these people that are destroying our liberty. We want you to stand up and say you pledge our lives and we don't care what our governor is going to do to us.

Rob Maher, 648 Spring Creek Pkwy, said it is great the Council is hearing from the citizens and debating on whether or not the City should take a stand to protect the citizens. It is illegal to ask about his private medical information and if he is positive or negative for COVID. In our society we are polarized with either being pro or anti vaccine. We see that in the news daily. Next there will be pressure on businesses to mandate vaccinations, just like the incoming college students. Do you want your children to have to have a vaccine if you don't believe in the health efficiency of that vaccine? In many instances, many people have become sterile because they had the vaccine. Soon we will not be able to shop, go to school or travel if we are unvaccinated.

Beth Cummins, 1528 Opal Drive #E102, held up a yellow star and said most of us know what this stands for. *First they came for the communists and I didn't speak out. Then they came for the socialists but I didn't speak out because I wasn't a socialist. Then they came for the trade unions but I didn't speak out because I wasn't a trade union. Then they came for the Jews but I didn't speak out because I wasn't a Jew. Then they came for me and there was no one to speak out for me.* This started 18 months ago with a 2-week lockdown so the hospitals would have a chance to take care of those that are sick. That got extended and the lockdowns got more severe. We couldn't leave the house without a mask on. She asked if there was a law that says she has to wear a mask? It is a mandate and not a law. She was tested to see if she had COVID and now they have her

DNA. They have the DNA of everyone who has been tested. We had to quarantine even if we were not sick. We couldn't have a birthday party for our kids. We couldn't visit our family or people in the hospital or nursing homes. We couldn't have weddings or funerals. Now they say get the vaccine and the vaccine passport will be the next thing on the list.

Rob Lowe, 221 Juniper, said there have been a lot of thoughtful comments. A lot of the issues, a lot of the problems people are having, he was not sure are things this Council could address. It's terrible there was this disease and people could not attend functions but it is not the fault of this Council and the Council can't correct it. He is concerned about the cost of defending any kind of action in federal courts. That sounds expensive to him. If legal counsel says these are dangerous waters, he encouraged Council to consider that. He doesn't want anyone coming to his door either but one has to think of the downside that Mr. Stanton was presenting. It could be ugly.

Larry Cates, 1451 Jennings Ct., commended everyone on having their opinions on something like this that is very important to him. All of this is pretty easy to figure out. A while ago he was told Elko County became only the 2<sup>nd</sup> Constitutional County in the United States. Then they said Lander County was first. It amazed him that he had to be reminded that the constitution was not being followed to begin with. Why do we need to declare we are a constitutional county? When Council has important decisions that infringe. You are trusted public servants and you are here to protect us. Any law or statute that is created that is repugnant to the constitution is null and void. If you are talking about stuff that violates the constitution just refer to the constitution. Doing that you have done your job and upheld your oath to defend the constitution.

Debbie Pawelek, 2269 Oil Well Road, business owner, said Governor Sisolak is misleading the public by claiming that his ongoing emergency powers are authorized by state law. *According to a new report published today by Nevada Policy Research Institute, one example of the Governor's false claim in executive order #35 that NRS 414.060 grants him the power to direct and control the movement of the general public. The actual text of the statute grants no such power to the governor but instead merely states that the governor may cooperate with federal or state officials on emergency management issues affecting both the state and nation. A statute that merely authorized the governor to cooperate with other state and federal agencies during an emergency does not permit Governor Sisolak to control the conduct of private citizens in their own homes. When read in the full context, it is clear that the emergency power statutes are confined to those emergencies in which immediate action is required such as military, attacks from a foreign entity, natural disasters and so forth.* She asked Mr. Stanton, where are the statutes saying that Sisolak has the authority to remove City Council Members from office. Are we promoting fear to our City Councilmen and the general public? From her research there is no law allowing the governor to remove members.

Mr. Stanton responded with NRS 414.070 sub 5.

Ms. Pawelek said she had another lawyer that said that was not right that this is promoting fear.

Mayor Keener closed out public comments and asked for Council deliberation. There have been many perspectives heard regarding this issue. We need to see what the County Commission comes up with and see if it is something this board could support. He wondered about a prohibition of federal agencies going door-to-door except for in the case of the Census.

Mr. Stanton restated that he was talking about an ordinance prohibiting any federal agency from going to a person's door unless it's a census taker?

Mayor Keener answered yes, if they are doing any solicitation type activities.

Mr. Stanton said he didn't want to shoot from the hip on that issue. He would rather give a legal opinion on that after researching it.

Councilwoman Simons said she was happy to wait and see what the County Commissioners have to say. She is hoping they come up with something we haven't thought of.

Councilman Morris wasn't sure how we could pick and choose and pass an ordinance about people going door-to-door asking about vaccines. It is nobody's business if you have a vaccine or not. You can tell them no and shut the door. He doesn't want to put the City or this board in jeopardy of law suits.

Councilman Stone stated we are living in fear and we are being controlled by fear. There is no easy answer for this. Let's see what the County does. Mr. Lowe brought up some good points. We can have opinions but we are bound by certain things. Hopefully, we can support what the County does.

## **NO ACTION**

- B. Review, discussion, and consideration of prohibiting the City of Elko's compliance with and/or enforcement of Governor Sisolak's Mask Mandate, as described in Emergency Directive 047, and matters related thereto. **FOR POSSIBLE ACTION**

This item is based upon a Citizen request. CC

Mr. Calder explained this was brought up at a previous meeting. We replicated an item that was on the County Commission agenda about a month or so ago. The packet included two separate legal opinions. One was from City Attorney Dave Stanton and one from Attorney Becky Bruch who represents the Nevada Public Agency Insurance Pool. We refer to her from time to time on legal issues. Both opinions generally speak to the same issue.

Dave Stanton explained his legal opinion. He was not weighing in on the politics of the issue. This is very controversial. His opinion is from a strictly legal perspective. His job is to protect the City from litigation. He is not aware of a court decision holding Emergency Directive 047 as unenforceable or unconstitutional. Maybe there is a basis for doing that but that is where courts come in. Courts make these decisions. When he gives his legal opinions, he gives it keeping in mind that the Council has a specific role to fill in the whole governmental process. If the Council does not fill that role and exceeds the scope of its authority, there are consequences to that. He wants to alert Council to the consequences. He has to operate under the premise that NRS 414 and Emergency Directives that the Governor has issued under that NRS are enforceable. Under the Elko City Charter Section 2.0901, the City Council does not have the authority to enact an ordinance, resolution or order that is repugnant to the provisions in the NRS. In his opinion, this Council does not have the authority to enact an ordinance that is inconsistent/repugnant or runs counter to a statute that enacted by the Legislature that has not been declared unenforceable or

unconstitutional by a court. These are statutory constraints that we have to operate within, whether we like it or not. The issue of the removal of Councilmembers by the Governor for not complying or doing things that contradict the emergency directives, can be found in 414.075 sub 5. Enacting such an ordinance would not be a good idea.

Councilman Stone asked if the City would be involved in the enforcement of the mandate if the schools require the teachers to wear masks but not the students.

Mr. Stanton answered the school board is subject to some different laws. The emergency directives contain some that apply specifically to the school board that might not apply to us. He would question the City's jurisdiction in enforcing masks at the schools.

Mayor Keener said the only time the City would be enforcing masks on City Employees on City property. We do not have enough law enforcement to go out and see what people are doing in terms of mask compliance.

Councilman Morris said if you want to wear a mask, wear a mask. If you don't want to wear a mask, don't. The City needs to follow it in the City facilities to protect the employees.

Councilwoman Simons felt we had no right to say if we were going to follow the mandates or not. We don't have this right. The Court system has the right to say if it is right or not but not the City Council. She will go through the judicial system. She hates masks but she can't say we won't follow this law.

Councilman Puccinelli felt people have a choice to wear a mask or not but he also agreed with Councilwoman Simons. He doesn't like the masks either but he was brought up to follow the laws, both good and bad, whether you liked them or not.

Mayor Keener called the petitioner to state his reason for this to be on the agenda.

Lee Hoffman, 1085 Barrington, said this issue is very different than the first issue. He felt the City has room to do something. He asked for both items to be on the agenda and appreciates that the City took the time to listen to this. The legal opinions clearly state the reality for the Council. He knows they don't have unlimited authority to do something. He remains very concerned about our freedoms being trampled but he did recognize that Council was in a very limited position when it comes to this particular item. He hoped to get action on the prior item. He didn't expect the City to take the same action on this item that the County did. It is a matter of public information and transparency and the limitations on Council's abilities. He liked the reminder from Mr. Calder that the current plan that the County is operating under puts the responsibility for enforcement on the state. This has been a healthy discussion.

Mayor Keener opened it up for public comment for three minutes each.

Vernon Hatch, Coalition of Nevada Voters, said he has studied the problems with masks for quite some time. It is important to understand that expecting the mask to protect against the virus is like expecting a chain-link fence to protect you against mosquitos. They are too small and the masks are completely useless. If people want to wear a mask, that is great. It is not anyone's right to compel others to engage in such foolish notions because they do not work. The CDC cites seven

studies in support of masks. Every one of those studies was inconclusive and needed more information. The findings did not support their narrative. Elko County's policy is a mask optional policy. He spoke about the problems with wearing masks.

Janine Hansen, Nevada Families for Freedom, thanked Council for their patience and willingness to hear the concerns of the citizens. She understood Council's dilemma on this and she was happy to hear that it is the responsibility of the state to enforce the mask mandate. She felt sorry for the City's employees for being forced to wear the masks because their health is at stake to be forced to wear masks that do no good. She encouraged Council to not enforce any mask mandates in this County and look the other way.

Lauri Brown, 1392 Arroyo Seco Circle, wondered how long are they allowed to do the emergency directive. What are the basis and rules and regulations regarding the boundaries of the emergency?

Mayor Keener thought it would end with Sisolak's term.

Mr. Stanton answered the state of emergency ends when the governor proclaims it. He has a lot of discretion.

Jack Scott, 2642 E. Jennings Way #822, said he was one of Elko's newest citizens. He just signed a lease this morning. He has several years sitting where Council is sitting. There is no wiggle room on the mask issue. You have to follow the governor's mandate. The previous issue, the courts are problem or complaint driven. The court by itself just sits there as a big empty building with a judge and some people in it, until some citizen complains and creates a court case for the court. You cannot legislate or be proactive in legislating something like this without violating some constitutional law. Where the power lies for this board and this community is if and when someone knocks on a door (and that will happen sometime down the road), somebody will bring a lawsuit. That lawsuit will go to court and will ultimately end up in a higher court for review. That is the redress we have as citizens.

Debbie Pawelek, Coalition of Nevada Voters, reiterated what Vernon Hatch said about the OSHA regulations and how toxic it is to wear a mask. She is thankful the children will not wear masks in school. This is communism and we need to wake up.

Kim Starr, 262 S. 6<sup>th</sup>, asked in concerning the mandate law, how does that compare to the Nuremberg Code that says you cannot force a medical device on somebody.

Councilwoman Simons said she researched that because she was concerned about it too. In 1905 they had said you could mandate vaccines, there was a Supreme Court Case. Then the Nuremberg Code was after that so she wanted to understand how all of that worked out. It turns out the Nuremberg Code is not actually a code. It is a list of things that we will abide by but it does not have the force of law. It doesn't outrank U.S. or state law.

Ms. Starr said she came across the VAERS (Vaccine Adverse Events Report System) and shared some statistics. While you are continuing to discuss masks and vaccine passports, people are dying. She thanked Council for signing that never-ending contract that they sold our souls for, for 30 pieces of silver. Her civil rights are not for sale. You cannot sell her civil liberties. When you signed that contract, you signed her civil liberties away forever.

Shawn Lowe, 221 Juniper Street, thanked Council because this is an exceptionally difficult job during an exceptionally difficult time. Every day they are bombarded by opinions from many members of the community. Please continue to stand up for what you believe in and what you think is correct, and what you think is going to be the best for the citizens of Elko.

Larry Cates, 1451 Jennings Court, said he was thinking about something he heard of in Alberta, Canada, where a man brought a lawsuit saying he would agree to jump through all their hoops and do whatever was required if they could isolate COVID-19. The case was heard but they could not prove this was anything more than the flu. They eliminated all the mask mandates and stopped trying to force people to get the vaccine. Alberta Canada now calls it the flu. Even across the U.S., it was amazing how all the flu deaths and all the pneumonia deaths all disappeared, but we still had the same amount of deaths. He didn't see this as a pandemic.

Mayor Keener closed public comments. There have been some great points made. Our hands are tied on this. He is concerned about the financial ramifications. We have all had our liberties trampled in the State of Nevada by the governor's office. The overreach has gone too far. He can't go along with putting the City at risk because there is too much at stake.

Councilman Morris agreed with Mayor Keener. He read both opinions on the matter. We can't go against the legal advice we have been given. If we did we would open up the City for litigation.

Councilmembers Simons and Puccinelli agreed.

Councilman Stone said we have no choice. His personal opinion is that a mask is a choice and needs to stay a choice. Vaccinations are a choice.

## **NO ACTION**

## **BREAK**

## **VIII. 5:30 P.M. PUBLIC HEARINGS**

- A. Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-22(H), appealing the Elko City Planning Commission's decision to deny Variance No. 3-21, filed by DAG, LLC on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, located generally on the south corner of the intersection of Idaho Street and 5<sup>th</sup> Street (397 5<sup>th</sup> Street), and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.

The Planning Commission considered the subject variance on July 6, 2021, and took action to deny the variance. Subsequently, the applicant appealed the Planning Commission's decision. The applicant requested the item be tabled July 27, 2021 as well as the August 10, 2021 meeting. CL

Cathy Laughlin, City Planner, stated the request to table the item was on their desks (Exhibit "A").

George Robles and Adrian Gonzales, said they have been ready to present since they filed their appeal. Unfortunately, the BLA has not been signed and recorded. They are requesting this item be tabled again.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Puccinelli, to table.**

*The motion passed unanimously. (5-0)*

- B. Second reading, public hearing, and possible adoption of Ordinance No. 864 amending Title 3, Chapter 2, Section (Traffic, Access, Parking, and Loading Regulations) of the Elko City Code, and matters related thereto. **FOR POSSIBLE ACTION**

A long-standing policy of City Staff was to require driveways for single-family residences be designed with a slope of 14 percent or less. This conforms to the policies of other cities within the State of Nevada. However, this requirement was never added to the City Code. With housing development moving up into the hills, it has become necessary to codify this 14 percent requirement. During the process of adding this, Staff took the opportunity to update and/or modify other portions of this Section. These changes include adding additional uses to the parking requirement table, matching zoning regulations with the Master Plan, and adjusting parking requirements for mixed-use buildings within the Central Business District. The first reading of Ordinance No. 864 was conducted on August 10, 2021. MR

Michele Rambo, Development Manager, said there have been no comments since the first reading.

Mayor Keener called for public comment.

Brian (last name unknown, 3079 La Nae Drive, asked about the 14-degree slope for driveways, is that only for new development or would it be for reconstructing an existing driveway.

Ms. Rambo answered it is for new driveways but for reconstructing an existing driveway, they would have to look at it on a case-by-case basis.

**\*\* A motion was made by Councilman Morris, seconded by Councilman Stone, to approve the second reading and public hearing and adopt Ordinance No. 864.**

*The motion passed unanimously. (5-0)*

## **II. CONSENT AGENDA**

- A. Review, consideration, and possible authorization to approve Amendment to Communication Facilities Lease Agreement with the Elko TV District, and matters related thereto. **FOR POSSIBLE ACTION**

In July of 2017, the City entered into the Communication Facilities Lease Agreement for the Elko Fire Department radio repeater site on Lamoille Summit. In July of 2019, the City approved Agreement Addendum #1 with fee increase from \$3,200.00 annually to \$4,000.00 annually. The proposed Agreement Addendum #2 adds CPI based increases annually with reopening clause if CPI is below .78% or above 3.78%. MG

- B. Review, consideration, and possible approval of minor revisions to the position description job title for Part-Time Evidence Technician, and matters related thereto. **FOR POSSIBLE ACTION**

The Evidence Technician position description and job title have been updated with minor revisions for the Part-Time Evidence Technician position, which was approved in the 2021-2022 budget. SS

- C. Review, consideration, and possible approval of minor revisions to the position description and job title for Part-Time Animal Control Officer, and matters related thereto. **FOR POSSIBLE ACTION**

The Animal Control Officer position description and job title have been updated with minor revisions for the Part-Time Animal Control Officer position, which was approved in the 2021-2022 budget. SS

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Consent Agenda.**

*The motion passed unanimously. (5-0)*

### **III. PERSONNEL (Cont.)**

- B. Review and possible acceptance of a letter of resignation/retirement from Matt Griego, Fire Chief, effective December 24, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

A letter of resignation/retirement from Chief Griego has been included in the agenda packet for review. CC

Curtis Calder, City Manager, said Chief Griego's letter was included in the agenda packet.

Chief Griego said he has spent the last 24 years on the crew side of the Fire Department and also 5 years before that as a volunteer. It is time for him and his wife to move on to other things. It has been a pleasure working for the City.

Mayor Keener thanked him for 29 years of service. He has done some great things for the department over the years.

The Councilmembers thanked him for his service over the years and wished him good luck.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept the letter of resignation and retirement from Matt Griego, Fire Chief, effective December 24, 2021.**

*The motion passed unanimously. (5-0)*

- C. Discussion and direction to Staff regarding the Fire Chief recruitment and selection process, and matters related thereto. **FOR POSSIBLE ACTION**

The position of Fire Chief is classified as an Appointed Official and does not require an open/competitive selection process. CC

Curtis Calder, City Manager, explained this is the opportunity that City Council has from time to time to be involved in the direct selection of a replacement appointed official. There are only four appointed officials in the City. We have done this different ways at different times, depending upon the circumstances and the bench depth in a particular department. In this case we believe Deputy Chief Snyder would be a logical choice for this position. That would require Council approval.

Chief Griego spoke his approval of Deputy Chief Snyder taking over his position.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Puccinelli, to create a meeting with Deputy Chief Snyder, City Manager, the Fire Liaison and other Councilmembers that are interested, to discuss possible appointment opportunities.**

*The motion passed unanimously. (5-0)*

#### **IV. APPROPRIATIONS**

- E. Review, consideration, and possible approval for the Elko Police Department to enter into a Contractual Agreement for towing services with 4 Seasons Towing, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained this is the third time we are coming to Council with these new contracts between tow providers and the City for duty tows. These make sure everyone is playing by the same rules and adheres to the same rules. It is nice having three tow companies because sometimes we have that many accidents at the same time. He recommended approval of the contract.

Jerry Swisher, 4 Seasons Towing, said he has been in the tow service and in the area for a long time. About a year ago his previous employer sold his business and he decided to create his own tow company. He is looking forward to being in rotation with the Police Department.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Elko Police Department to enter into a Contractual Agreement for towing services with 4 Seasons Towing, LLC.**

*The motion passed unanimously. (5-0)*

## **VII. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Review, consideration, and possible action on Curb, Gutter, and Sidewalk Waiver No. 1-21, filed by Thelma Homer, requesting the City of Elko waive the requirement for sidewalk adjacent to 104 W. Oak Street (Oak Street and 1<sup>st</sup> Street), and matters related thereto. **FOR POSSIBLE ACTION**

Per Elko City Code Section 8-21-3, public improvements are required on lots or parcels at the time they are either divided or merged and when 400 square feet or more of usable area are added. The applicant has submitted a Parcel Map to merge multiple tax lots in order to add a new guest house. These changes to the property have triggered the requirement to construct sidewalk along both frontages of her property (Oak Street and 1<sup>st</sup> Street). Staff has reviewed the waiver request and recommends denial of the waiver for sidewalk as outlined in the attached memo.  
MR

Michele Rambo, Development Manager, explained the reasons for denial that can be found in the staff memo, included in the packet. She included some drawings that show how a sidewalk can be installed behind the trees on one side and how she can move the block wall and add a sidewalk on the other side.

Thelma Homer, 104 W. Oak Street, said the subdivision she is part of was the first addition to the City of Elko and developed in 1905. This house was built in 1928. There are 5 very large and very old locust trees that have been there for at least 70 years. She has lived in that home for 45 years. She didn't agree with taking out trees and putting in a sidewalk. The sidewalks in the area are old, crumbly and very uneven. She is shocked that the City would prefer a sidewalk to the trees and cannot afford to do the sidewalks and build this little cottage. The cottage was going to be for her granddaughter to come and help take care of her since she is now 88 years old and doesn't wish to go into a home. The 1<sup>st</sup> side of her house doesn't get sun and is on a hill. Putting sidewalk there will make it slick and unsafe.

Mayor Keener reminded her that the plan that was drawn up kept the trees intact and moved the sidewalk to the other side of the trees.

Ms. Homer said she would not do it because the aesthetics of the property would be ruined. She has done everything she has been asked to do but she does not want to put in a sidewalk. No one else there would be made to do it, just her. She will not proceed with the house and will not be able to provide her granddaughter with a place of her own. She just will not do it. The ground around those trees is not level.

Mayor Keener said he went out there and looked around. They are old trees but it could be elevated for a sidewalk.

Ms. Homer said if they will not waive the sidewalk, she will not do her house.

Mayor Keener stated he doesn't remember ever having a circumstance like this one. There are some encroachment issues that make this especially difficult. The resident has been in the home for 45 years. The retaining wall was there at that time. He understands the reason for developing

the property but there has to be some give and take on this. Staff came up with a plan to address keeping the trees. Ms. Homer doesn't seem amenable at all so he doesn't see how he could approve the waiver.

Councilwoman Simons could not see a unique enough reason to grant the waiver.

Dave Stanton said he sympathized with the property owner. When we start getting into things rather than the actual impracticality of constructing the sidewalk due to the physical circumstances, if we start looking at other things like the condition of the applicant (disability, age, finances) that might come into it, we are going away from the very limited circumstances under which Council is empowered to grant a waiver.

Ms. Homer said she grew up here in Elko. She bought the property 45 years ago and does not intend to ever sell it. She was upset that the City Council was going to deny a 500 sq. ft. piece of property that she wants to put on her own land and thought it was unconscionable. People govern and do not understand the individual prospects of a person and how they feel about a piece of property. She did not agree with the City Attorney and what a waiver should be.

Cathy Laughlin, City Planner, said the property consists of multiple lots. If you can build within the 25-foot lot, you would not be crossing what would be considered a lot line. The assessor assesses this as one parcel but it really is multiple lots.

Councilwoman Simons wondered if something a little smaller could be built in just one of those lots to avoid adding sidewalks.

Ms. Laughlin said the existing house already crosses property lines. So does the garage. Back then that is what people did.

Scott Wilkinson said it would be possible to build a structure just under 400 sq. ft. and put it on a 25-foot-wide lot. It would be rectangle in shape rather than square.

Ms. Laughlin said what is triggering the sidewalk is the parcel map. In our section of code, it is the parcel map that has been submitted for approval that is triggering the sidewalk.

Mr. Wilkinson said if they were to build on one lot they wouldn't have to merge the parcels because then they wouldn't be crossing property lines. That issue would go away. The second provision that triggers the sidewalks is the 400 sq. ft. or more of usable floor area. There is a way to avoid both those sections of code.

Ms. Laughlin agreed and the rest of the property would be legal non-conforming.

Ms. Homer said she lives on a hill. She didn't think she could do this on a single lot. That is why she chose to put it where she did. She first went to the City to redo the garden shed in the back and make it a residence and there were so many problems with that. She wasted almost 2 years on that. Her son-in-law is an architect and designed the house to resemble her own home. This house is not a long narrow house like on Fir Street. It would be an enhancement to her property and the neighborhood. It is her property. She cannot afford the sidewalks so she will not build. She is limited to her fixed income.

Katherine Kelly, 283 Country Club Pkwy, gave some suggestions. Because of the length of time this property has owned the property, is there some sort of grandfather code that because she has had the property for so long that she might be exempt? She proposed Council begin the process to change the code to say that until the property changes hands, that the new owner would be responsible for putting in a sidewalk. She understood that the property owner is liable of any injuries on their property, so if putting a concrete sidewalk on that one side is unsafe, then wouldn't she be able to choose what that sidewalk is made out of? Maybe it can be made out of rock or some other substance.

Mayor Keener noted that the driver here is new development. If it weren't for that everybody would be happy and we wouldn't be talking about it right now.

Mr. Wilkinson thought those were good suggestions but the realtor group may not be in support in requiring sidewalk triggering with every sale. Regarding the liability issue, the sidewalk will be in the City's right-of-way. The maintenance of that will be the responsibility of the city and not the property owner.

Kenny Kelly, 283 Country Club Pkwy, wanted to add another consideration of the historical value of the home. He suggested a clause to say that if the entire lot is rebuilt for renovations such as tearing the house down, then this is triggered. Or maybe it is a sq. footage thing that if more than 600 sq. feet are added to the lot at any time, then that would be a consideration. If she is just putting in a little home in the back yard or maybe a tiny home, under so many sq. feet, but was that a consideration back when the house was built? He understands how emanate domain works with sidewalks and such. If someone was tearing it down and rebuilding in order to sell it, that would be a perfect time to do the sidewalk.

Ms. Homer said because of her background in realty, it would be detrimental to the property to put in sidewalks. It would be a hard sale and not easy to do. She believed her home was historical and beautiful just the way it is.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Puccinelli, to deny the curb, gutter and sidewalk waiver No. 1-21, for the waiver of sidewalk along both frontages of 104 W. Oak Street.**

Councilwoman Simons explained she just didn't see a way around denying the waiver. She was open for ideas.

Dave Stanton, City Attorney, read the standard for when the property owner applies for the waiver. *Shall be based on evidence that it is impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the applicant property owner.*

Mayor Keener said the retaining wall is up against the curb.

Mr. Stanton said physical features may be taken into account in making a decision like this. The physical layout of the property and the location of boundary lines, rights-of-way, encroachments. Physical limitations in installing a sidewalk can be taken into account. It is important to focus on the language of the ordinance because that is the standard that has to be followed.

Councilwoman Simons thought she could see where they could waive it for the portion where the retaining wall is. The rest she can't see an argument.

Mayor Keener voted no on the motion.

***The motion failed. (Councilmen Stone and Morris and Mayor Keener voted against.)***

Councilman Stone felt this was very difficult.

Mayor Keener thought the wall was a major pediment. It has been there for at least 50 years.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Puccinelli, to deny the curb, gutter and sidewalk waiver No. 1-21, for the waiver of the sidewalk along the frontage of 104 W. Oak Street.**

***The motion passed. (Councilman Morris and Mayor Keener voted against.)***

**V. NEW BUSINESS (Cont.)**

- G. Review, consideration, and possible acceptance of a contract between the City of Elko, Nevada and Coffman Associates for an Airport Focused Planning Study, and matters related thereto. **FOR POSSIBLE ACTION**

Coffman Associates was the selected firm to provide a focused planning study for the airport under the Airport Improvement Program. The FAA awarded the airport AIP#53 grant in the amount of \$533,916.00 to perform this study. Staff followed the guidance from Advisory Circular 150/5100-14(series), Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. This is a no match grant and fully funded by the FAA. JF

Jim Foster, Airport Manager, explained this is one of the next projects they have going, AIP53. We have been talking about this project for a long time now. The FAA asked us to do this to make sure we are meeting standards.

Mayor Keener called for public comments without a response.

**\*\* A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the contract between the City of Elko and Coffman Associates.**

***The motion passed unanimously. (5-0)***

- F. Review, consideration, and acceptance for Staff to apply for Federal Aviation Administration, American Rescue Plan Act Grant, and matters related thereto. **FOR POSSIBLE ACTION**

On June 22, 2021, EKO became eligible for funds under the American Rescue Plan Act 2021 (Public Law 117-2) (ARPA). The purpose of these funds is to provide

economic relief to airports in response to the COVID-19 pandemic. The FAA will distribute these grants under the new Airport Rescue Grant Program (ARGP). These funds are to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Any airport development must be directly related to combating the spread of pathogens at the airport. This is a no match grant. JF

Mr. Foster explained the application for the grant was included in the packet. It is a no-match grant funded through the AIP program of the FAA. It is similar to the CARES funding.

Mayor Keener called for public comment without a response

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to authorize staff to apply for the FAA ARPA Grant.**

*The motion passed unanimously. (5-0)*

#### **IV. APPROPRIATIONS (Cont.)**

A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the regular warrants in the amount of \$768,897.77.**

*The motion passed unanimously. (5-0)*

B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print N' Copy warrants in the amount of \$159.61.**

*The motion passed. (4-0 Mayor Keener abstained.)*

C. Review and possible approval of Utility Refunds, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Utility Refunds in the amount of \$497.73.**

*The motion passed unanimously. (5-0)*

D. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the General Hand-Cut Checks in the amount of \$43,735.95.**

*The motion passed unanimously. (5-0)*

- F. Review, consideration, and possible issuance of final acceptance for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020, and matters related thereto. **FOR POSSIBLE ACTION**

Farr Construction Corporation DBA Resource Development Company, has completed the work for the Ruby Vista Water Storage Tank No. 2 Repairs and Recoating Project. Staff recommends the issuance of final acceptance. There were three change orders, one for a time extension and two for additional funds in the amount of \$47, 780.00 for additional materials, and repairs to the tank. With the three change orders it brings the total project cost to \$582,295.00. DJ

Dale Johnson, Utilities Director, explained they are asking for final acceptance on this Water Tank Project. There were 3 change orders with a total of \$582,295.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Puccinelli, to issue Final Acceptance for the Ruby Vista Water Storage Tank No. 2 Project.**

*The motion passed unanimously. (5-0)*

- G. Review, consideration, and possible action to approve a First Amendment to Alternative Measures Agreement between the City and Dan G. Beitia and Gerri L. Howard to increase the maximum amount to be paid by the City to \$26,189.08, and matters related thereto. **FOR POSSIBLE ACTION**

At its July 13, 2021 regular meeting, the City Council approved an Alternative Measures Agreement between the City and Dan G. Beitia and Gerri L. Howard involving the City's financial participation and cost sharing in the drilling of a new well and abandonment of the existing well on the Beitia property. It was determined that this arrangement would protect the City's continued ability to use City Well #43. Subsequently, during the installation of the old pump in the new well, the pump would not function correctly. The cause of this is believed to be the pump sucking air and sand in the old well. This causes the impellers in the pump to wear excessively and will ruin the pump. The replacement cost for the new pump and components was an additional \$6,884.07, bringing the new total to \$26,189.08. DJ

Mr. Johnson explained this is the first amendment to the original agreement to replace the pump for their well. When they put the old pump into the new well it would not pump water.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the First Amendment to Alternative Measures Agreement, increasing the maximum amount to be paid by the City to \$26,189.08.**

*The motion passed unanimously. (5-0)*

- H. Review of the bids received and possible award of the contract for the construction of curb, gutter, sidewalk, and paving on Jennings Way, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were received until 3:00 p.m., on August 20, 2021. This item has been approved and budgeted for in the 2021/22 Fiscal Year Budget, Capital Construction Fund. DS

Dennis Strickland, Public Works Director, recommended award to Great Basin Engineering. They came in a bit over budget but we came in a bit under budget for the VFW Drive. There is plenty of money in the fund to do both projects.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to the bid for the construction of curb, gutter, sidewalk and paving on Jennings Way to Great Basin Engineering in the amount of \$234,726.40.**

*The motion passed unanimously. (5-0)*

**V. NEW BUSINESS (Cont.)**

- C. Review, consideration, and possible approval of a request to waive the requirement to extend sanitary sewer across the frontage of 505 Copper Street (APN 001-610-041), and matters related thereto. **FOR POSSIBLE ACTION**

The up gradient and adjacent properties are already being serviced by another sewer main. The extension of this sewer main is unlikely to serve any new customers in the future based on currently available planning and development projections. Future sewer customer's will service through the existing Sewer along Dakota Drive. DJ

Dale Johnson, Utilities Director, explained the Monte Carlo Apartments are doing some improvements and part of that is to put sewer across their frontage but they are already connected to an existing sewer. They would like to waive the requirement to install these improvements.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the waiver request for the requirement to extend sanitary sewer across the frontage of 505 Copper Street.**

*The motion passed unanimously. (5-0)*

- D. Review, consideration, and possible action to authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission due to the appointment of Giovanni Puccinelli to the City Council, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli was appointed to the City Council on August 10, 2021 leaving his position on the Planning Commission vacant. The planning commissioner's term expires July 2024. CL

Cathy Laughlin, City Planner, explained Council stole one of her Planning Commissioners and now we need to fill that vacancy.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to direct staff to begin the recruitment process to fill the vacancy for the Planning Commission.**

*The motion passed unanimously. (5-0)*

- E. Review, consideration, and possible action to forfeit a \$26,780 bond received in 2015 from RBS Evolution for the construction of a portion of the Lamoille Highway shared-use pathway required with the development of the cancer center at the Northern Nevada Regional Hospital campus, and matters related thereto.  
**FOR POSSIBLE ACTION**

As part of the development of the cancer center in 2014, the developer was required to provide a bond in the amount of \$38,530 and construct a portion of the Lamoille Highway shared-use path. RBS Evolution eventually provided only a partial bond in the amount of \$26,780. After months of discussion with the City about providing the remainder of the bond, RBS Evolution agreed in an email, but the money was never received. Since that point, no further communication has been received from RBS Evolution, despite multiple attempts by Staff to reach out to them. After five years of sitting on the bond, Staff feels it is safe to declare the bond forfeit and use the money for the City to construct the needed portion of the shared-use path. MR

Michele Rambo, Development Manager, explained we received a check as a cash bond and the money has been in our account now for many years. The pathway was never built and the RBS Evolution does not appear to be in business any longer.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to declare the \$26,780 bond received from RBS Evolution in 2015 is forfeited and available for use by the City.**

*The motion passed unanimously. (5-0)*

- H. Review, discussion, and possible approval for a mural to be added to the rear of Station 2, and matters related thereto. **FOR POSSIBLE ACTION**

Arts and Culture Advisory Board advised that local artist Gina Holmberg, has designed a mural to possibly paint on the back side of Station 2, on the Parks and Recreation side. The mural would be visible from Idaho Street, through the Coldwell Banker Parking Lot. The mural would depict a fire scene from the 1800's commemorating firefighting in Elko. MG

Chief Griego explained Catherine Wines reached out to him regarding this mural opportunity. The Fire Department has no problem with it and thought it would be a neat idea. We just wanted to make sure the City Council was on board.

Mayor Keener asked if anyone had reached out to Coldwell Banker to find out what their thoughts might be.

Chief Griego answered he did not and was not sure if Arts and Culture did or not.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to recommend a conditional approval of the Commemorative Firefighting Mural on a back wall of Station 2, conditioned on the approval from the owner of Coldwell Banker Excel Realty.**

*The motion passed unanimously. (5-0)*

## **VI. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible approval of Resolution No. 24-21, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2020/2021 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. JB

Jan Baum, Financial Services Director, explained the handout (Exhibit "B") has the details of all of the transfers they have done, as well as, the Resolution. This will be the last bookkeeping item for June 30, 2021, as they prepare for the audit.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Resolution No. 24-21, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2021 Fiscal Budget, pursuant to NRS 354.598005.**

*The motion passed unanimously. (5-0)*

## **III. PERSONNEL (Cont.)**

- D. Review, consideration, and possible approval of an Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, July 1, 2021 – June 30, 2024, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for July 1, 2021 – June 30, 2024. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

**Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.**

Curtis Calder, City Manager, gave a quick summary of the changes in the agreement.

Susie Shurtz, Human Resources Manager, handed out the financial impact (Exhibit "C") while Mr. Calder explained it.

Mayor Keener asked about the annual vacation 40-hour payout and why was it listed separately.

Ms. Shurtz answered that was one item we added but will have very little impact and will rarely be seen. We had a situation where there was an employee that had maxed out their annual accrual while out on a medical leave. This allows for someone in that same position to get their annual leave paid out. The handout included the PERS contribution for each employee.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to accept the Collective Bargaining Agreement between the City of Elko and the International Union of Operating Engineers, Local 3, July 1, 2021 through June 30, 2024.**

*The motion passed unanimously. (5-0)*

## **IX. REPORTS**

### **A. Mayor and City Council**

*Mayor Keener attended the Digital Transformation Groundbreaking that was held yesterday. He believes we will have the best internet available and on par with anywhere in the world. He asked if anyone was going to the Nevada League of Cities.*

*Curtis Calder answered that Councilman Morris and Jan Baum will both be attending.*

*Mayor Keener said there is a meeting on September 1<sup>st</sup>. It is a Nevada Recovers workshop and they will be going over the ARPA portion from the State in terms of ideas for using some of the funds locally.*

*Mr. Calder said we will look at opportunities to possibly combine our funding. It will be interesting to learn what they are up against and if there are any opportunities for collaboration and maybe stretch our dollars even further. Thursday, September 9 at 3:00pm, we will have our first public hearing. That is on a week we don't have a Council Meeting so it will be a Special Meeting. We will be planning on 2 hours.*

*Councilman Stone was at the Anthem groundbreaking too. They had a map of how it will transpire throughout the City. The Fair starts next week and September 2<sup>nd</sup> is a concert.*

### **B. City Manager – Nevada League of Cities Conference; ARPA Public Hearing Date**

*Curtis Calder said the hospital has issued a letter to the community. It is on Elko Daily Free Press. It seems urgent what they are up against with their Delta Variant issues. He encouraged everyone to read the letter.*

*Mayor Keener said he has heard that there are no transfers to Salt Lake City or Twin Falls hospitals.*

*Mr. Calder said he heard the same thing. Perhaps we can have Steve Simpson or someone from NNRH come to a future meeting and give us something directly.*

### **C. Assistant City Manager**

- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief

*Chief Griego reported the Fire Prevention Picnic will be held September 1, 2021 in the Main City Park from noon until 3:00pm. Gold Dust West will provide food and Pepsi will sponsor the drinks.*

- I. Police Chief

*Mayor Keener noted there is a swearing in for the new officer at 10:00am at the Police Department.*

- J. City Clerk

*Mayor Keener said he has not seen any lodging receipts this month and wondered how they are looking.*

*Kelly Wooldridge answered she has not put that together yet and she will be doing that report tomorrow.*

- K. City Planner

*Cathy Laughlin gave a quick summary report on Bird Rides (Exhibit "D"). The first week was a little rough but Bird was very responsive with helping correct the issues and adapt their app.*

- L. Development Manager

- M. Financial Services Director

*Jan Baum thanked Diann Byington, DJ Smith and Councilman Stone for getting the sound system set up and going the extra mile for this meeting.*

- N. Parks and Recreation Director

*Mayor Keener said he has seen the Dog Park being used and the fencing continues to go up.*

- O. Civil Engineer

- P. Building Official

## **COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Katherine Kelly, 283 Country Club Drive, Spring Creek, said she was at the School Board Meeting earlier. Speaking as a parent, any assistance the City can provide to the School Board would be appreciated. She felt it would help the community as a whole if we could get some stuff stabilized over there. Our kids are a huge part of our lives and we need to get that whole situation settled for them.

There being no further business, Mayor Reece Keener adjourned the meeting.

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Presentation and discussion regarding the updates being made by FEMA to our local floodplain maps, and discussion of the map update process. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **5 Minutes**
5. Background Information: **FEMA has been in the process of performing detailed studies of our local floodplains. New preliminary mapping has been received by City Staff. This presentation will outline the work being done, and the next steps for the City. BT**
6. Budget Information:  

Appropriation Required: N/A  
Budget amount available: N/A  
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A brief slide show is included in the agenda packet. BT**
9. Recommended Motion: **N/A**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **None**



# Elko County Map Revision (City of Elko, City of Carlin, & City of Wells)

Presentation to City Council  
8/24/21

**RiskMAP**  
Increasing Resilience Together



# Discussion Topics

- Purpose of the Updates
- Study Scope
- Study Results / Preliminary Mapping
- Resources
- Next Steps
- Questions



# Study Engineering Scope – City of Elko

- Completion of new detailed analyses for the following:
  - Humboldt River– 16.4 miles
  - East Adobe Creek – 7.6 miles
- Completion of new base level engineering analyses:
  - 20.7 miles



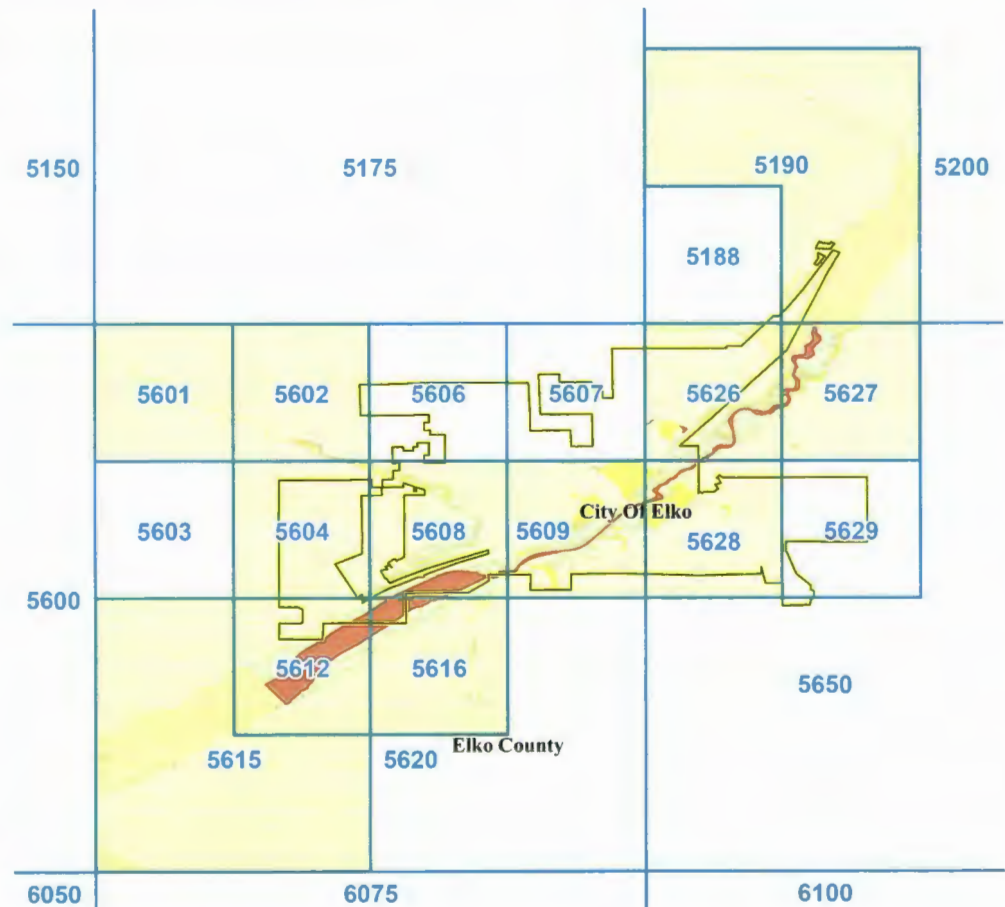
# Study Mapping Scope- City of Elko

## ■ 12 printed panels updated

- 32007C5190F
- 32007C5601F
- 32007C5602F
- 32007C5604F
- 32007C5608F
- 32007C5609F
- 32007C5612F
- 32007C5615F
- 32007C5616F
- 32007C5626F
- 32007C5627F
- 32007C5628F

## ■ 2 communities

- City of Elko
- Elko County (Unincorporated Areas)

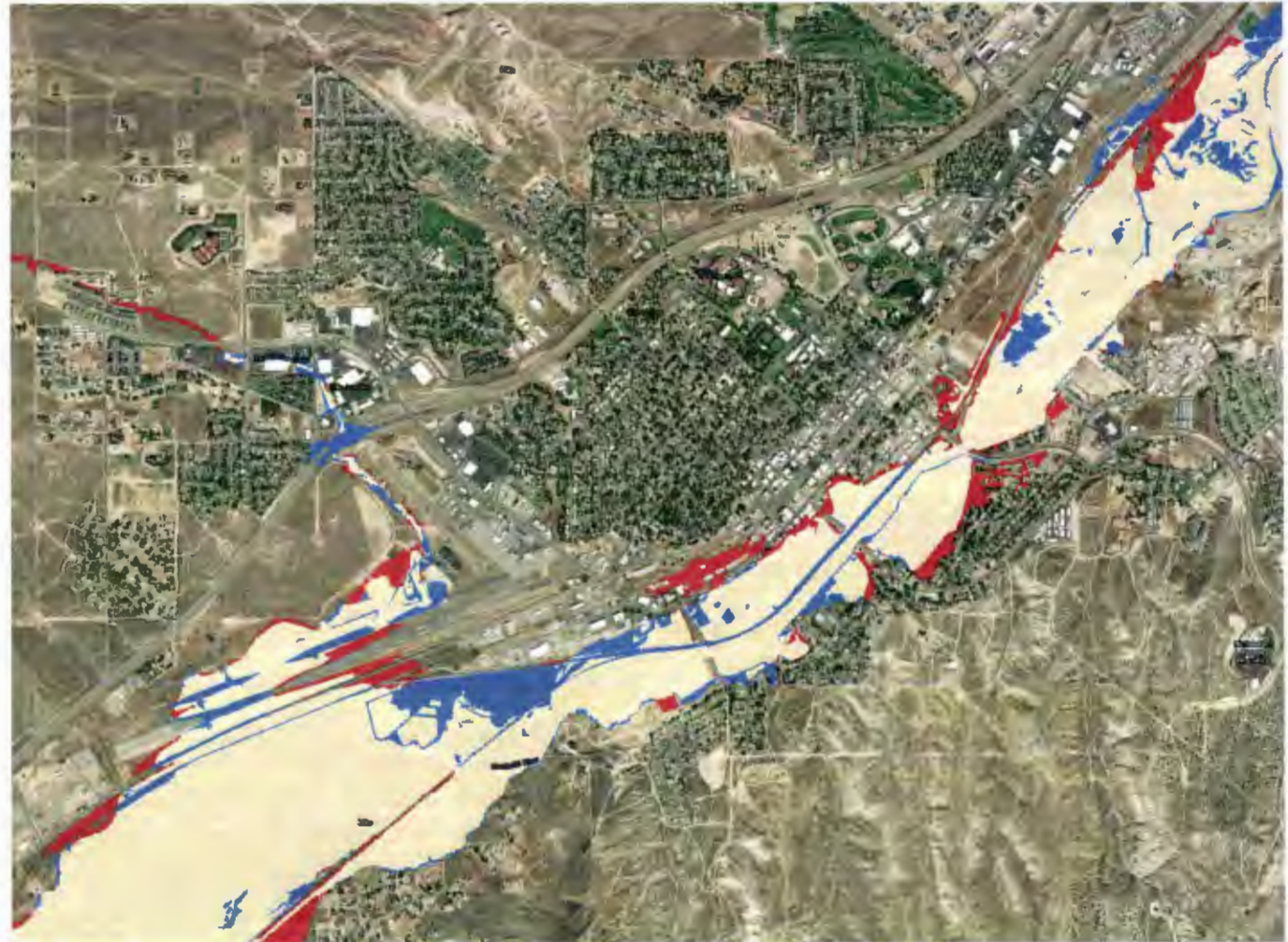


# Study Result: Flood Zone Changes

## City of Elko

### Floodplain Change

- Increase
- Decrease
- No Change



FEMA's [FMCV](#) may have a different representation in CSLFs

# Preliminary Products (June 28, 2021)

- Preliminary Flood Insurance Rate Map (FIRM) Panels
- Preliminary Flood Insurance Study (FIS)
- Preliminary FIRM Database (Shapefiles)
- Preliminary products available at:

<https://hazards.fema.gov/femaportal/prelimdownload/>



## Preliminary FEMA Map Products

Preliminary flood hazard data (preliminary data) provide the public an early look at their home or community's projected risk to flood hazards. Preliminary data may include: new or revised Flood Insurance Rate Maps (FIRM), Flood Insurance Study (FIS) reports, and FIRM Databases. This tool makes nation-wide preliminary data available in a centralized and easily accessible location, along with FEMA's other flood hazard mapping products. For more information about preliminary data, go to FEMA's [Preliminary Flood Hazard Data](#) webpage.

Please note, if you do not see your community's preliminary data, contact the [FEMA Mapping and Insurance eXchange](#) for further support.

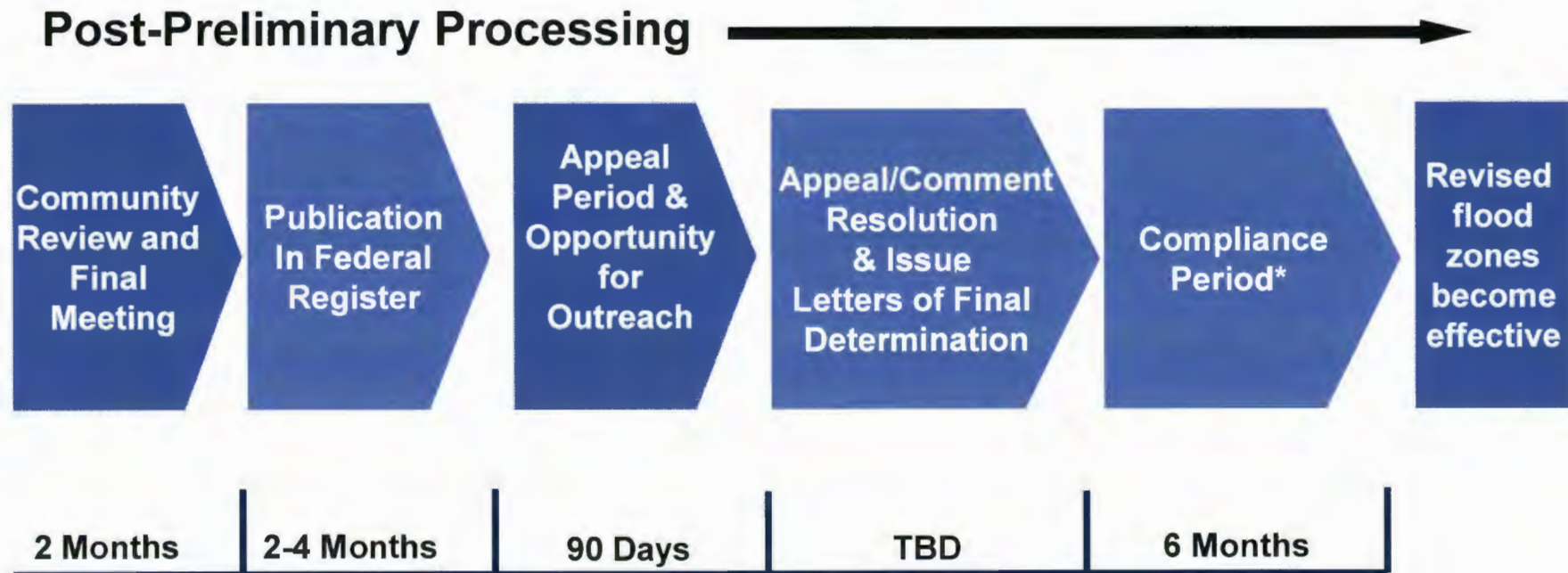
**Disclaimer:** Preliminary data are for review and guidance purposes only. By viewing preliminary data and maps, the user acknowledges that the information provided is preliminary and subject to change. Preliminary data, including new or revised FIRMs, FIS reports, and FIRM Databases, are not final and are presented on the MSC as the best information available at this time. Additionally, preliminary data cannot be used to rate flood insurance policies or enforce the Federal mandatory purchase requirement. FEMA will remove preliminary data once effective data are available.

## Search

Use the following selection boxes to find your area of interest.

1	Select a State, District, or Territory <input type="text" value="Nevada"/>	FEMA ID 32
2	Select a County, Parish, etc. <input type="text" value="Elko County"/>	32007
3	<input type="button" value="Get Preliminary FEMA Map Products"/>	

# Post-Preliminary Processing



\*Compliance Period includes map panel adoption and floodplain regulations updated/adopted for NFIP compliance.

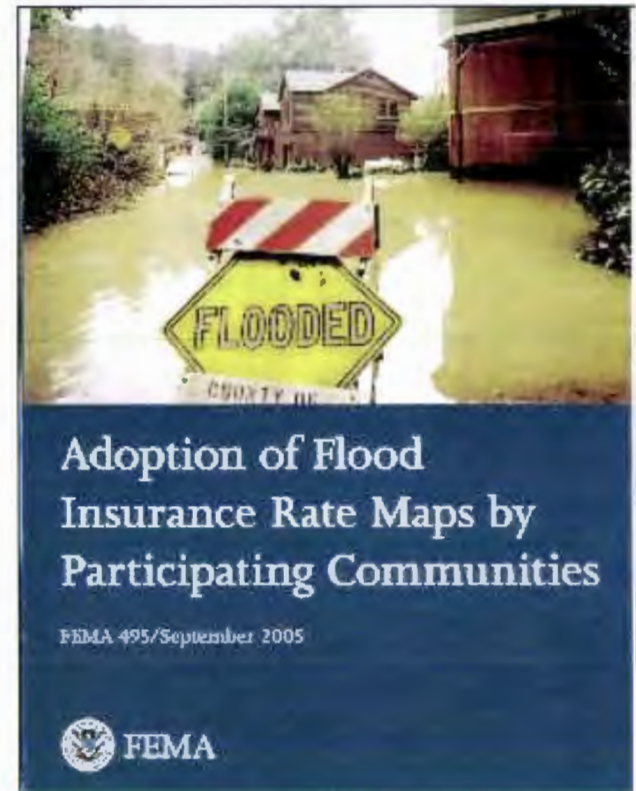
# Floodplain Management Regulations

## ▪ Responsibilities of Communities and FEMA

- Floodplain Regulations in Ordinance updated and adopted by governing body
- Community adoption of updated maps at date of effective
- FEMA will support Public Meeting upon request for risk communication and flood insurance implications

# Risk Communication & Resources

- **NFIP Website:**  
<https://www.fema.gov/flood-insurance>
- **FloodSmart Website:**  
<https://www.FloodSmart.gov>
- **Map Service Center:**  
<https://msc.fema.gov/portal/home>
- **MSC Map Change Viewer:**  
<https://msc.fema.gov/fmcv>
- **CRS Website:** <https://crsresources.org>



[https://www.fema.gov/sites/default/files/2020-07/fema\\_adoption-flood-insurance-rate-maps-participating-communities\\_bulletin.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_adoption-flood-insurance-rate-maps-participating-communities_bulletin.pdf)

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from Conrad & Bischoff, Inc., an Idaho Corporation to assign its rights and duties under a lease agreement for airport land generally known as the "Airport Shell" to Conrad & Bischoff, LLC, a Delaware limited-liability company, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **Conrad & Bischoff, Inc. was recently acquired by Conrad & Bischoff, LLC, a Delaware limited-liability company through a stock purchase. Although the names of the two companies are nearly identical, these are actually two separate companies. If the assignment and assumption is approved, Conrad & Bischoff, LLC, will assume all rights and duties under the current land lease for the property generally known as "Airport Shell" through the end of the lease term on July 31, 2027, unless sooner terminated under the terms of the lease agreement. JF**
6. Budget Information: **N/A**  
Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Lease agreement, Assignment and Assumption agreement.**
9. Recommended Motion: **Move to approve the assignment and assumption of Airport land lease from Conrad & Bischoff, Inc., an Idaho corporation, to Conrad & Bischoff, LLC, a Delaware limited-liability company.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:

## **ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF ELKO**, a special charter municipal corporation of the State of Nevada, duly organized and existing under and by virtue of an act of legislature of the State of Nevada, hereinafter called "Lessor," **Conrad & Bischoff, Inc.**, an Idaho Corporation, hereinafter called "Assignor," and **Conrad & Bischoff, LLC**, a Delaware limited-liability company, hereinafter called "Assignee."

### **RECITALS**

**WHEREAS**, Lessor and the original Lessee, **Merkley & Hankins, Inc.**, entered into a lease agreement beginning July 29, 1987, for a term of twenty (20) years with Lessee having a right to renew the lease for an additional twenty (20) years (the "lease");

**WHEREAS**, the lease was assigned to and assumed by Assignor on March 6, 1996 by a document entitled "Assignment, Assumption and Amendment to Lease;"

**WHEREAS**, Assignor exercised its option to extend the lease for an additional twenty (20) year period with all terms of the original lease and amendment remaining in effect;

**WHEREAS**, Assignee has purchased one hundred percent (100%) of the shares of stock in Assignor;

**WHEREAS**, Assignor desires to assign all of its rights and duties under the lease to Assignee;

**WHEREAS**, Lessor desires to consent to the foregoing assignment and assumption;

**NOW, THEREFORE**, for and in consideration of the above recitals, Lessor, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the lease, and Assignee, hereby assumes performance of the lease.
2. Lessor hereby consents to the foregoing.

3. Assignee shall comply with the requirements set forth in the document attached hereto at Exhibit A entitled "Civil Rights and Non-Discrimination."

4. All other terms and conditions set forth in the lease are hereby ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Assignment and Assumption to be executed the day and date first above written.

**LESSOR:**

**CITY OF ELKO**

By: \_\_\_\_\_  
**REECE KEENER, MAYOR**

**ASSIGNOR:**

**CONRAD & BISCHOFF, INC., an  
Idaho corporation**

By: Anna Hansen  
Its: President

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE, CITY  
CLERK**

**ASSIGNEE:**

**CONRAD & BISCHOFF, LLC, a  
Delaware limited-liability company**

By: Michelle Andersen  
Its: Director of Internal  
Operations

Exhibit A

CIVIL RIGHTS NON-DISCRIMINATION

1. LICENSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as LICENSEE. This provision obligates LICENSEE for the period during which the property is used or possessed by LICENSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LICENSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. LICENSEE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits

of, or otherwise be subjected to discrimination, (3) that LICENSEE will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, CITY will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, LICENSEE, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: LICENSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LICENSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LICENSEE of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: LICENSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LICENSEE will so certify to CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of LICENSEE'S noncompliance with the non-discrimination provisions of this Agreement, CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- E. Incorporation of Provisions: LICENSEE will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LICENSEE will take action with respect to any subcontract or procurement as CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LICENSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LICENSEE may request CITY to enter into any litigation to protect the interests of CITY. In addition, LICENSEE may request the United States to enter into the litigation to protect the interests of the United States.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **3 Minutes**
5. Background Information: **The City of Elko and Dr. William Wright desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Veterinarian Contract**
9. Recommended Motion: **Renew agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Dr. William Wright  
docbill3@frontier.com**

## **VETERINARIAN CONTRACT (INDEPENDENT CONTRACTOR)**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2021 by and between the **CITY OF ELKO**, a Nevada Municipal Corporation, hereinafter referred to as "ELKO," and **William Wright, D.V.M.**, hereinafter referred to as "VETERINARIAN CONTRACTOR," it being specifically understood that any and all references to the words "ELKO" and "VETERINARIAN CONTRACTOR" shall include the masculine, feminine and neuter genders, and singular and plural as indicated by the context and number of the parties hereto.

### **RECITALS:**

The parties recite and declare:

1. VETERINARIAN CONTRACTOR is duly licensed to practice veterinarian medicine.
2. VETERINARIAN CONTRACTOR is willing to enter into this contract as an independent contractor with ELKO, and ELKO is willing to engage VETERINARIAN CONTRACTOR on the terms, covenants and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, ELKO and VETERINARIAN CONTRACTOR agree as follows:

### **SECTION 1 INDEPENDENT CONTRACTOR**

1.01 ELKO hereby engages (as an independent contractor) VETERINARIAN CONTRACTOR as a Veterinarian, and VETERINARIAN CONTRACTOR hereby accepts and agrees to such engagement.

### **SECTION 2 TERM OF AGREEMENT**

2.01 The term of this agreement shall begin on September 15, 2021, and terminate on December 31, 2022, subject, however, to prior termination as provided in this agreement.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.  
ATTORNEYS AT LAW  
530 IDAHO STREET - P.O. BOX 1358  
ELKO, NEVADA 89801

**SECTION 3**  
**DUTIES OF VETERINARIAN CONTRACTOR**

3.01 VETERINARIAN CONTRACTOR shall practice the specialty of veterinarian medicine solely as an independent contractor of ELKO. It is understood that this agreement is non-exclusive; accordingly, VETERINARIAN CONTRACTOR may practice veterinary medicine for third parties outside of the scope of this agreement.

3.02 VETERINARIAN CONTRACTOR agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of ELKO. Such duties shall be rendered at the Elko Animal Shelter, and at such other place or places as ELKO shall in good faith require or as the interest, needs, business or opportunity of ELKO shall require.

3.03 VETERINARIAN CONTRACTOR shall be duly licensed to practice veterinarian medicine in the State of Nevada.

**SECTION 4**  
**COMPENSATION AND HOURS OF SERVICE**

4.01 Compensation. For services to be rendered by VETERINARIAN CONTRACTOR, ELKO shall pay VETERINARIAN CONTRACTOR the amount of FIFTY-FIVE DOLLARS (\$55.00) per hour, for hours worked. VETERINARIAN CONTRACTOR shall submit a time sheet to the ANIMAL SHELTER MANAGER every month for processing. It is understood that "LASSO" will reimburse the City of Elko for the fees paid by ELKO to the VETERINARIAN CONTRACTOR.

4.02 Hours of Service. VETERINARIAN CONTRACTOR shall, subject to the provisions herein, work a maximum of forty (40) hours per month, which may average ten (10) hours per week. VETERINARIAN CONTRACTOR understands that the work schedule is flexible and based upon the demand for services.

**SECTION 5**  
**COSTS PAID BY VETERINARIAN CONTRACTOR**

5.01 In addition to professional liability insurance, VETERINARIAN CONTRACTOR must obtain and pay for his license fees and all other fees. VETERINARIAN CONTRACTOR

is not required to but may obtain health insurance, association fees and other benefits at his cost.

5.02 VETERINARIAN CONTRACTOR, as an independent contractor, shall be responsible for his own Federal income tax withholding, FICA, Medicare, Nevada Worker's Compensation Insurance and all other withholdings and costs required to be paid as an independent contractor.

## **SECTION 6**

### **INSURANCE**

6.01 At all times during the term of this agreement, VETERINARIAN CONTRACTOR shall maintain, paid by Lasso, Worker's Compensation and professional liability ("veterinarian medical malpractice") insurance with an insurance company licensed to do business in the State of Nevada covering VETERINARIAN CONTRACTOR for malpractice claims based upon conduct alleged to have occurred during the term of this agreement, under either (i) "occurrence" type insurance or (ii) "claims made" type insurance with a "tail" of reasonable and customary duration, with limits of ONE MILLION DOLLARS (\$1,000,000.00) for each claim and not less than TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate for the policy year.

## **SECTION 7**

### **ITEMS PROVIDED BY THE CITY OF ELKO**

7.01 The City of Elko will furnish the following veterinarian's space and other items:

7.02 Space. The City of Elko will make available to VETERINARIAN CONTRACTOR space for use by VETERINARIAN CONTRACTOR at the Elko Animal Shelter.

7.03 Utilities and Ancillary Services. City of Elko will furnish janitorial services, gas, water, heat, air conditioning, electricity and other services and utilities as are reasonably necessary for the proper operation and conduct of the service.

7.04 Supplies. The City of Elko will furnish all expendable and non-expendable supplies necessary for the proper operation of VETERINARIAN CONTRACTOR's services, such as drugs, chemicals, film and similar supplies used in the operation of the service.

7.05 Exclusive Use. VETERINARIAN CONTRACTOR understands all items provided

by the City of Elko relating to VETERINARIAN CONTRACTOR'S performance under this agreement are for the exclusive use and benefit of the Elko Animal Shelter. VETERINARIAN CONTRACTOR shall not use City-owned space, services, and/or supplies for private use or for the benefit of third parties outside of the scope of this agreement.

## **SECTION 8** **TERMINATION**

8.01 In the event of any violation by VETERINARIAN CONTRACTOR of any of the terms of this agreement, ELKO may terminate this independent contract without notice and with compensation to VETERINARIAN CONTRACTOR only to the date of such termination.

8.02 VETERINARIAN CONTRACTOR and/or ELKO may terminate this independent contract prior to February 28, 2021 by providing two (2) weeks' written notice to ELKO in accordance with Section 9.01.

## **SECTION 9** **ADDITIONAL PROVISIONS**

9.01 Notices. Any and all notices, demands, requests and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested to:

ELKO:

City of Elko  
1751 College Avenue  
Elko, Nevada 89801

VETERINARIAN CONTRACTOR:

William Wright, D.V.M.  
508 Ashcroft Drive  
Spring Creek, NV 89815

Such address may be changed by the party entitled to receive notice any time upon notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

9.02 Attorneys' Fees. If any legal action is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recovery of reasonable attorneys' fees and other costs incurred in that action or proceeding.

9.03 Waiver of Breach. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any subsequent breach of the same covenant, condition or provision hereof.

9.04 Captions and Construction. The captions used herein as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this agreement or to be used in determining or constructing the intent or content of this agreement.

9.05 Severability. If any clause, sentence, provision of other portion of this agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions shall remain in force and effect.

9.06 Counterparts. This agreement may be executed in a number of counterparts, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

9.07 Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter. This agreement may not be modified except by an instrument in writing executed by the parties.

9.08 Applicable Law. This agreement shall be governed by the laws of the State of Nevada. Any questions arising thereunder shall be construed or determined according to such law. Venue shall be Elko County, Nevada.

## **SECTION 10**

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.  
ATTORNEYS AT LAW  
530 IDAHO STREET - P.O. BOX 1358  
ELKO, NEVADA 89801

**VETERINARIAN CONTRACTOR'S ACCEPTANCE OF ENGAGEMENT**

10.01 VETERINARIAN CONTRACTOR accepts the above-described engagement as an independent contractor of ELKO on the above-mentioned terms and conditions.

**SECTION 11**  
**ASSIGNMENT**

11.01 Neither ELKO nor VETERINARIAN CONTRACTOR shall assign any rights or delegate any duties under this agreement without the prior written consent of the other.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at Elko, Nevada, on the date hereabove written.

**CITY OF ELKO:**

**VETERINARIAN CONTRACTOR:**

By: \_\_\_\_\_  
**REECE KEENER, Mayor** **William Wright, D.V.M.**

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of an agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **3 Minutes**
5. Background Information: **The City of Elko and Dr. Hannah Rodriguez desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Veterinarian Contract**
9. Recommended Motion: **Renew agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter.**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Dr. Hannah Rodriguez  
hannahrodriguezdv@gmail.com**

## **VETERINARIAN CONTRACT (INDEPENDENT CONTRACTOR)**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2021, by and between the **CITY OF ELKO**, a Nevada Municipal Corporation, hereinafter referred to as "ELKO," and **Hannah Rodriguez, D.V.M.**, hereinafter referred to as "VETERINARIAN CONTRACTOR," it being specifically understood that any and all references to the words "ELKO" and "VETERINARIAN CONTRACTOR" shall include the masculine, feminine and neuter genders, and singular and plural as indicated by the context and number of the parties hereto.

### **RECITALS:**

The parties recite and declare:

1. VETERINARIAN CONTRACTOR is duly licensed to practice veterinarian medicine.
2. VETERINARIAN CONTRACTOR is willing to enter into this contract as an independent contractor with ELKO, and ELKO is willing to engage VETERINARIAN CONTRACTOR on the terms, covenants and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, ELKO and VETERINARIAN CONTRACTOR agree as follows:

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3.01 VETERINARIAN CONTRACTOR shall practice the specialty of veterinarian medicine solely as an independent contractor of ELKO. It is understood that VETERINARIAN CONTRACTOR may practice outside of the conditions set forth in this agreement.

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is not required to but may obtain health insurance, association fees and other benefits at her cost.

5.02 VETERINARIAN CONTRACTOR, as an independent contractor, shall be responsible for her own Federal income tax withholding, FICA, Medicare, Nevada Worker's Compensation Insurance and all other withholdings and costs required to be paid as an independent contractor.

## **SECTION 6**

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6.01 At all times during the term of this agreement, VETERINARIAN CONTRACTOR shall maintain, paid by Lasso, Worker's Compensation and professional liability ("veterinarian medical malpractice") insurance with an insurance company licensed to do business in the State of Nevada covering VETERINARIAN CONTRACTOR for malpractice claims based upon conduct alleged to have occurred during the term of this agreement, under either (i) "occurrence" type insurance or (ii) "claims made" type insurance with a "tail" of reasonable and customary duration, with limits of ONE MILLION DOLLARS (\$1,000,000.00) for each claim and not less than TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate for the policy year.

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7.04 Supplies. The City of Elko will furnish all expendable and non-expendable supplies necessary for the proper operation of VETERINARIAN CONTRACTOR's services, such as drugs, chemicals, film and similar supplies used in the operation of the service.

7.05 Exclusive Use. VETERINARIAN CONTRACTOR understands all items provided

by the City of Elko are for the exclusive use and benefit of the Elko Animal Shelter. VETERINARIAN CONTRACTOR shall not use City-owned space, services, and/or supplies for private use.

## **SECTION 8** **TERMINATION**

8.01 In the event of any violation by VETERINARIAN CONTRACTOR of any of the terms of this agreement, ELKO may terminate this independent contract without notice and with compensation to VETERINARIAN CONTRACTOR only to the date of such termination.

8.02 VETERINARIAN CONTRACTOR and/or ELKO may terminate this independent contract prior to February 28, 2021 by providing two (2) weeks written notice in accordance with Section 9.01.

## **SECTION 9** **ADDITIONAL PROVISIONS**

9.01 Notices. Any and all notices, demands, requests and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States mail, first class postage prepaid, certified or registered mail, return receipt requested to:

ELKO:

City of Elko  
1751 College Avenue  
Elko, Nevada 89801

VETERINARIAN CONTRACTOR:

Hannah Rodriguez, D.V.M.  
P.O. Box 5  
Deeth, NV 89823

Such address may be changed by the party entitled to receive notice any time upon notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

9.02 Attorneys' Fees. If any legal action is brought for the enforcement of this agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recovery of reasonable attorneys' fees and other costs incurred in that action or proceeding.

9.03 Waiver of Breach. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any subsequent breach of the same covenant, condition or provision hereof.

9.04 Captions and Construction. The captions used herein as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this agreement or to be used in determining or constructing the intent or content of this agreement.

9.05 Severability. If any clause, sentence, provision of other portion of this agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions shall remain in force and effect.

9.06 Counterparts. This agreement may be executed in a number of counterparts, each of which, when executed, shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

9.07 Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter. This agreement may not be modified except by an instrument in writing executed by the parties.

9.08 Applicable Law. This agreement shall be governed by the laws of the State of Nevada. Any questions arising thereunder shall be construed or determined according to such law. Venue shall be Elko County, Nevada.

**SECTION 10**  
**VETERINARIAN CONTRACTOR'S ACCEPTANCE OF ENGAGEMENT**

10.01 VETERINARIAN CONTRACTOR accepts the above-described engagement as an independent contractor of ELKO on the above-mentioned terms and conditions.

## SECTION 11

### ASSIGNMENT

11.01 Neither ELKO nor VETERINARIAN CONTRACTOR shall assign any rights or delegate any duties under this agreement without the prior written consent of the other.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at Elko, Nevada, on the date hereabove written.

**CITY OF ELKO:**

**VETERINARIAN CONTRACTOR:**

By: \_\_\_\_\_  
REECE KEENER, Mayor HANNAH RODRIGUEZ, D.V.M.

**ATTEST:**

**KELLY WOOLDRIDGE**

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.  
ATTORNEYS AT LAW  
530 IDAHO STREET - P.O. BOX 1358  
ELKO, NEVADA 89801

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Elko Police Department request permission to apply for an Edward Byrne Memorial Justice Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$95,712.00**  
  
**This grant will allow the purchase of a forensic computer and software. Current computer, which is several years old, takes up to a week to download a single hard drive and is not capable of using all current software. TT**
6. Budget Information:  

**Appropriation Required: N/A**  
**Budget amount available: N/A**  
**Fund name: N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the request from the Elko Police Department to apply for the grant.**
10. Prepared by: **Ty Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



## **Sub-Recipient Application**

### **2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG) CFDA #16.738**



**Nevada Department of Public Safety  
Office of Criminal Justice Administration**

**Application Deadline: September 10, 2021, By 5:00 pm**

## **INTRODUCTION**

The Department of Public Safety (DPS), Office of Criminal Justice Assistance (OCJA) serves as the State Administrative Agency (SAA) for Nevada's Edward Byrne Memorial Justice of Assistance Grant (JAG) funding from the U.S. Department of Justice, Office of Justice Programs.

OCJA's mission is to assist stakeholders with funding to facilitate criminal justice solutions designed to reduce drug and violent crime for safer Nevada communities. With the FY21 JAG funding OCJA intends to provide JAG grant resources to projects with a high probability of improving the performance of the criminal justice system and increase Nevada's capacity to prevent and reduce violent crime, illegal drug sales and distribution, gang activity and human trafficking. Projects funded with the JAG program will enhance the rule of law by strengthening court programs, prosecution, defense, reentry programs, and system improvements for criminal justice with technology across the state. OCJA proposes to use JAG grant funds for those projects that address issues most critical to Nevada's criminal justice system.

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

The statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, and pretrial service or release.

JAG funds awarded under this FY 2021 solicitation may be used to:

- (1) Support multijurisdictional task force programs that integrate Federal, State, and local drug law enforcement agencies and prosecutors for the purpose of enhancing interagency coordination, intelligence, and facilitating multijurisdictional investigations;
- (2) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations and to remove any hazardous substance or pollutant or contaminant associated with the illegal manufacture of amphetamine or methamphetamine;
- (3) Purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- (4) Purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- (5) improving the operational effectiveness of the court process, by expanding prosecutorial, defender and judicial resources, and implementing court delay reduction programs;

**See Instructions for further guidance on OCJA website  
[www.ocj.nv.gov](http://www.ocj.nv.gov)**

**OCJA has the right to refuse or approve any application submitted**

## Edward Byrne Memorial Justice Assistance Grant Program (JAG)

The project period will be **January 1, 2022 through December 31, 2022**

### Subrecipient Application Cover Page

#### Submittal Instructions

Please Note: This application is intended to be submitted electronically. Original signatures, if required, will be obtained later if an award is made. Attachments listed on the checklist should be scanned and submitted with the application. All application documents should be submitted electronically to [ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us)

The Nevada Department of Public Safety will determine priorities. Approval or disapproval of your submission is solely at the discretion of the Office of Criminal Justice Assistance.

Federal Program Title	ELKO COMBINED NARCOTICS UNIT				
Organization Name	ELKO POLICE DEPARTMENT				
Project Title	ELKO COMBINED NARCOTICS UNIT				
Grant Funds requested	\$36,001.00	DUNS #	867647539	Federal Tax ID # (xx-xxxxxxx)	88-6000-190
Agency Authorizing Official	TY TROUTEN			Title	POLICE CHIEF
Address	1448 SILVER STREET			City/Zip 9-digit zip required	89801-3924
Phone	(775) 777-7310		Email	ttROUTEN@elkocitynv.gov	
Project Director	JASON PEPPER			Title	LIEUTENANT
Address	1448 SILVER STREET			City/Zip 9-digit zip required	89801-3924
Phone	(775) 777-7313		Email	jpepper@elkocitynv.gov	
Financial Officer	CANDI QUILCI			Title	ADMIN SERVICES DIRECTOR
Address	1751 COLLEGE AVENUE			City/Zip 9-digit zip required	89801-3924
Phone	(775) 777-7120		Email	cqUILCI@elkocitynv.gov	
Other Point of Contact	N/A		Email	N/A	
Designated Civil Rights Liaison: typically, The HR Representative:	SUSIE SHURTZ		Email	sshurtz@elkocitynv.gov	

**SAM Expiration: 2020-05-05**

**ATTACH A COPY OF YOUR AGENCY'S SAM REGISTRATION**

Purpose/Program Area (select one box)

- ☒ Law enforcement projects.  
☐ Prosecution, defense, and court projects.  
☐ Corrections and community corrections projects.

- ☐ Drug treatment and drug courts projects.  
☐ Technology improvement projects.  
☐ Other \_\_\_\_\_

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### Financial Competence

What type of accounting system is used?	GOVERNMENTAL ERP
Are revenues and expenditures tracked separately? And how?	YES, SEPARATE ACCOUNTS
Are there procedures in place to separate duties and approvals?	YES
Are funds comingled?	NO
Is staff familiar with the OMB Circular and Federal grant requirements?	YES
Did the applicant agency receive a direct JAG award from DOJ last year? <input type="checkbox"/> Not Applicable or <input checked="" type="checkbox"/> No (continue to the next field) <input type="checkbox"/> Yes, what was the amount awarded? \$ _____ List previous JAG Subawards received from OCJA. Did the application agency receive a Federal award in FFY 2020 for the same project or same type of project? <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Yes, List the award and amount below	

### Previous funding from OCJA

Year EXAMPLE: (2020)	Award Number (20-JAG-01)	Federal Amount Awarded (\$) (250,000)
2020	20-JAG-08	\$ 23,000.00
2020	19-JAG-29	\$ 29,300.00
2019	19-JAG-05	\$ 32,000.00
2018	18-JAG-06	\$ 9,725.00
2018	18-JAG-05	\$ 30,000.00
2017	17-JAG-09	\$ 33,200.00

### Proposed Project Budget Summary

**Ensure these amounts match the amounts in the Excel Budget Worksheet.**

Category	
Personnel	
Fringe Benefits	
Consultant/Contract	
Travel	\$ 10,858.00
Supplies/Operating	\$ 19,848.00

Equipment	
Confidential Funds	\$ 3,000.00
Other	\$ 2,295.00
<b>Total Federal Funding Requested (\$)</b>	<b>\$ 36,001.00</b>

### Program Narrative

#### Reminders:

- Each section expands as needed to write the program narrative, subject to page limitations.
- Your application should include: WHO – WHAT – WHEN – WHERE – WHY
  - Use local and county data and statistics.
  - Spell out acronyms, at least when first used. Eliminate jargon when possible.
  - Footnote any reference to federal, state or local laws, codes or statutes.
  - The expenses that are necessary for success of the proposed project and in the Budget Worksheet and Budget Narrative should be explained in the Methods of Accomplishment.
  - The Excel Budget Detail Worksheet/Budget Narrative is a separate document

#### **General Overview, Information about the Organization (Name & Function):**

**(2-page limit, 10 points) Establish who the applicant agency is and what the agency does.**

The ECNU is a multi-jurisdictional narcotic enforcement team serving Elko County. ECNU is supervised by the Nevada Department of Public Safety Investigation Division (DPS ID). The primary mission of ECSU is to locate, identify, arrest and aid in the successful prosecution of those individuals and groups responsible for the manufacturing, trafficking, sales and use of illegal, illicit and prescription controlled substances. Secondary missions of the ECNU include training within Elko County to inform members of the public on crimes related to the manufacture, trafficking, sales and use of illegal and illicit controlled substances and to assist other law enforcement agencies to investigate major crimes.

ECNU focuses on mid to upper-level drug dealers, drug traffickers and organizations responsible for the manufacture, sales and distribution of Methamphetamine, Cocaine, Heroin, Ecstasy and in instances outside of legal parameters, Marijuana. These investigations range from short-term investigations, which may only last a period of days, to long-term investigations, which can last several months. These investigations can include joint operations with other local, state, and federal law enforcement agencies.

The ECNU was established in 1988, and was formalized as a task force in 1989. The ECNU is comprised of one (1) DPS ID Sergeant, one (1) DPS ID detective, two (2) Elko County detectives, one (1) Elko Police detective, and one (1) DPS administrative assistant. Carlin Police Department and West Wendover Police Department assist through funding. This grant provides resources and support to the ECNU that otherwise could not be provided by the participating agencies, and helps insure a countywide collaborative effort in combating drug related crimes.

The Elko county area and included jurisdictions have seen a consistent increase in Opioid abuse, both in the form of Heroin and prescribed Opioids. The ECNU was instrumental during 2018 with conducting an investigation into a local doctor that was over prescribing Opiates. In conjunction with several federal agencies and the Nevada State Opioid Task Force, this doctor was arrested for over thirty (30) criminal counts, with several more pending through the investigation.

The ECNU was also successful in the last month with seizing over \$100,000.00 worth of illegal steroids. The efforts and expertise in conducting investigations into controlled substances and related crimes illustrates the critical value the ECNU provides to the Northeastern Nevada.

In 2019, the ECNU conducted multiple investigations and operations, recovering multiple stolen vehicles, disrupting a network of illegal chicken fighting (cockfighting), and seizing fourteen (14) pounds of methamphetamine.

In 2020, the ECNU has recovered thousands of doses of pharmaceutical medications, and assisted in two high-profile homicide investigations (a local 16-year-old female who was murdered, and a Nevada Highway Patrol Sergeant who was murdered).

In 2021, the ECNU assisted the Federal Bureau of Investigations with a seizure of 22 pounds of methamphetamine and 1 pound of heroin. ECNU assisted the Elko Police Department with a homicide investigation, identifying the suspect and the suspect's vehicle. ECNU also assisted the Elko Police Department with a suspicious death.

The efforts and expertise in conducting investigations into controlled substances and related crimes illustrates the critical value the ECNU provides to the Northeastern Nevada.

**Problem Statement:**

**(2-page limit, 20 points) What issue will the grant funding solve? Clearly describe the problem that will be solved with the requested funding. Use statistics and reference material to support the statement(s).**

The Primary goal of the ECNU is to work street to mid-level investigations into the use, sales, trafficking and manufacturing of controlled substances in Elko County. In Addition, the ECNU is occasionally called upon to assist other law enforcement agencies with large seizures of narcotics as a result of interdiction efforts or local investigations throughout the city, county and state. With Elko County having such a large geographical area of 17,135 square miles, the ECNU relies on local law enforcement for information on local drug dealers as well as users of controlled substances. ECNU provides expertise and training in the area of controlled substances to many law enforcement agencies in the Elko County.

The United States Census Bureau estimates Elko's population at 51,936 as of July 01, 2015, up 6.1% from the 2010 census. The population figures do not count for the numerous transient workers arriving monthly looking for work, and visitors to the area for one of the many outdoor activities, such as hunting and hiking. In addition, while the rest of the country is slowly recovering from the economic depression, Elko has remained stable. With new mining projects to open within the next few years and oil and gas leases continuing to be sold, the city of Elko and surrounding areas will continue to see elevated growth, to include an influx of transitory workers and contractors. With the continued growth, Elko will continue to see a dramatic increase in the possession and use of controlled substances in our community. As with the rest of the state and country, Elko has seen an increase in the use of prescription and opiate narcotics and other crimes, which accompany illegal pharmaceuticals. Local law enforcement agencies have also experienced an increase in the use and sales of heroin in our community.

Elko County has seen a direct correlation between drug abuse and criminal behavior. Nearly all of our violent crimes, such as domestic violence, homicide, sexual assaults and batteries are drug related. Approximately 80% of property crime, such as burglaries and larcenies are drug related. Additionally, financial crimes are being attributed to the abuse of narcotics, such as identify theft. If we are to combat crime and have a safe community to live in and raise our children in, we need to have an effective task force deterring and investigating the drug distribution, use and other crimes through aggressive enforcement, while providing drug education to the community.

In addition to our continued countywide drug problem, Elko County has experienced problems with narcotic traffickers using one of the many thoroughfares to traffic narcotics to one of the many known destination cities in Utah, Idaho, California, Arizona and Oregon. These traffickers transport millions of dollars of controlled substances and or profits from controlled substance via Interstate 80, which runs east/west through the county, US 93 and US 51 (SR227) run north/south through the county. Elko County is centrally located, with cities such as Reno - 300 miles, Salt Lake City - 234 miles, Boise - 240 miles and

approximately 160 miles to Twin Falls. These cities are either cities of origin, distribution points or destination cities for controlled substances.

Elko County and municipal law enforcement agencies do not have adequate funding to employ full time investigators within each agency. Even though many of these communities participating in the task force have seen population increases, this has not resulted in increased staffing levels to combat this problem. Some Elko agencies have decreased officer levels. These law enforcement agencies cannot combat the ever-increasing drug problem without the Elko Combined Narcotic Unit. The ECNU is the most valuable and effective solution to the drug problem here in our community. Of the five (5)-law enforcement agencies currently involved with the task force, only three provide full time investigators. The other participating agencies provide information and localized support in the effort to combat the ongoing drug problem.

Both the cities of Jackpot and West Wendover are border cities, bordering the states of Utah and Idaho. Because of the legal gambling and the twenty-four hour lifestyle, these two cities populations double on weekends. Both of these cities are destinations for vacationers of Salt Lake City area, Twin Falls and Boise.

If we are to effectively address and combat the illegal trafficking and sales of controlled substances in Elko County, we must have the ECNU to investigate and interdict the distribution and sales of illegal controlled substances. Additionally, with the rise of prescription dependence, fraud and sales the ECNU will continue to educate the public and local law enforcement.

Along with the use of illegal controlled substances comes crimes against persons such as robbery's, battery, and homicides. Also, crimes against property such as burglaries from homes, businesses, and vehicles. These types of crimes stem from use of illegal controlled substances. ECNU could not be as successful without Justice Assistance Grant Funding.

#### **Goals, Objectives, Timeline:**

**(2-page limit, 20 points)** Goals are broad general statements of the desired results or anticipated outcome of the program and address the problem identified in the Problem Statement section. Objectives are precise and measureable. How, who, where and when the project will be accomplished. List Timelines for EACH Objective. These items will be reported on the monthly progress report.

##### **Goal and Objective # 1**

To respond to outlying areas and towns including, but not limited to, Carlin, West Wendover, Wells, and Jackpot to conduct enforcement activities and/or assist local law enforcement with the identification and apprehension of those individuals or organizations trafficking and abusing illegal substances, committing crimes related to the use or abuse of illegal substances in their respective communities.

During this grant period ECNU will make a minimum of five (5) trips to West Wendover, five (5) trips to Jackpot, five (5) trips, to Wells, and five (5) trips to Carlin.

##### **Goal and Objective # 2**

The ECNU will be targeting street-level as well as mid-level distributors. The ECNU will investigate and detect higher level sales and trafficking cases which result in substantial arrests that will have a detrimental effect in the supplying, producing, and abusing of illegal drugs in our county.

During this grant period we are projecting three (3) arrests per month for a total of 36 arrests for the grant year. ECNU is also projecting five (5) new cases per month for a total of 60 new cases for the grant year.

##### **Goal and Objective # 3**

The ECNU will perform drug use and abuse education to our community. We are projecting six (6) training events this grant year.

**Methods of Accomplishment:**

**(2-page limit, 10 points) State the plan on HOW the agency will complete the proposed goals and objectives. Who will perform the grant-funded activities described?**

The ECNU will partner with local law enforcement agencies to identify and detect users, seller, manufacturers, and traffickers of illegal narcotics in Elko County. Utilizing proven tactics and techniques such as consensual contacts, trash interceptions, surveillance techniques, and cooperating sources the ECNU will open sixty (60) new cases or five (5) per month.

The larger goals for new cases and arrests will be broken down to a monthly target of five (5) new cases per month and three (3) arrests per month.

Because the populations of Jackpot and West Wendover double or triple on the weekends due to their proximity to bordering states and cities, there is a tremendous influx of illegal drugs as well as people during these weekends and holiday times. The ECNU has focused on this issue this year with planned enforcement operations and will continue to do so for the next grant cycle. In conjunction with enforcement times in the border cities, the ECNU will coordinate and partner with the local law enforcement agencies and community partners to develop intelligence and the means and methods to gather information during the week to improve and facilitate the apprehension of individuals trafficking and selling illegal substances in these cities. The ECNU has developed and implemented investigations and enforcement activities in these outlying areas and will continue those aggressive activities to curtail the illegal use and sale of drugs in those areas.

The ECNU has utilized standard, traditional investigative and covert techniques to identify and apprehend dealers in our county. The ECNU and local law enforcement agencies that compose and oversee the task force are committed to the continued education of the detectives of the task force to keep them abreast of the ever-evolving methods that traffickers and dealers use to distribute and sell their illegal controlled substances to our citizens. The Elko Police Department, the Elko County Sheriff's Office, Carlin Police Department and West Wendover Police Department remain committed to the training of the detectives assigned to the task force in order to ensure the detectives are on the cutting edge of drug enforcement techniques and related topics.

In order to meet the goals and objectives for the ECNU, the task force employs various tactics and techniques to generate cases. These techniques include but are not limited to: Cooperative Sources (C/S); Source of Information (SOI); Controlled purchases; Undercover Operations (U/C Ops); Surveillance Operations; Intelligence Operations; Cell Phone Extractions, and Covert Operations. Each case requires a specific needs assessment and methodology in order to identify trends, track trends, and determine the best method of operation as well as to detect large criminal activities and gather evidence for prosecution and conviction.

Drug abuse and addiction are ongoing problems. The ECNU will continue to strive to reduce and curtail the flow of illicit drugs in our community by continually implementing enforcement techniques to detect and apprehend traffickers and dealers of illegal drugs. Although it is critical that apprehension and prosecution continue, it is also critical to provide education to our citizens regarding the dangers of drug abuse, both direct and insidious. Our special focuses are on our children, their parents and our community.

The ECNU recognizes the need for community education in regard to the use and abuse of illegal drugs in our county. ECNU will be committed to educate our community by giving presentations about drug use and

abuse to local entities such as schools, hotel/motels, and other business or places of employment needing or requesting that service.

Finally, it is imperative that the ECNU coordinate efforts and share intelligence information with other agencies such as the DEA, the FBI, the ATF, as well as the aforementioned agencies in each city within the county. Additionally, the ECNU works with neighboring task forces to share information on subjects and crime trends. Through intelligence gathering in the past, we know that much of the drug trafficking from California, Reno, Arizona, and Salt Lake City targeted to West Wendover, Jackpot, Wells, Elko Carlin and Spring Creek is facilitated by organized crime. With the task force's abilities to gather and disseminate the information with other law enforcement entities we can indeed realize a definitive deterrent effect on drug trafficking in Elko County.

**Project Evaluation:**

**(1-page limit, 10 points) How will you evaluate the project's success toward goals and objectives. Identify accomplishments and/or challenges.**

All data collected is submitted on forms provided by the Nevada Department of Public Safety, Investigations Division (DPS-ID). The forms have been modified for use by the ECNU.

Reports are submitted to the Executive Task Force Board on a monthly basis. The Executive Board will review monthly Reports and Annual Reports during their quarterly meetings. The reports will reflect the overall operation of the Task Force. During the quarterly meetings, the reports will cover the following categories: Cases Opened, Cases Closed, Type of Cases, Type and Quantity of Drugs Purchased, Costs of Drugs Purchased, Drugs Seized, Currency Seized, Property Seized, Arrests, Community Presentations and Law Enforcement Training.

In addition, the task force submits quarterly progress reports to the Office of Criminal Justice. The quarterly reports will address the accomplishments of the goals and objectives of the Task Force. The main goal of the reports is to show the progress of the drug reduction within Elko County by arresting and convicting drug dealers and users. The final, year end report is submitted to the Executive Task Force Board and the Office of Criminal Justice. Copies of all reports are maintained in the Records section at the Elko office of the ECNU.

Information from these reports is utilized by various law enforcement agencies. This information advises agencies of the increase or decrease of drug related activities discovered by the task force as well assists agencies in the formation of respective departmental budgets. This information is also used during the education of general public regarding drug usage and trends in our communities.

The ECNU utilizes established accountability procedures with respect to Buy Funds.

**Sustainment of the Project:**

**(1-page limit, 5 points) If necessary, to continue this proposed project, how will this be accomplished without federal funding; include maintenance costs, methods, and timeline.**

The ECNU has been operating in conjunction with Federal Grant Funding since 1989. Since that time, the task force has been instrumental in conducting illicit drug investigations and deterring the distribution of drugs in Elko County. The drug problem, though not unique to Elko County, is of ever-growing, pandemic proportions. With the current mining operations and the sale of oil and gas leases in Elko County, and the anticipated hiring of over 1000 employees, the local law enforcement is bracing for the influx of people into the area, and with that comes the potential of an increase in the crime rate. As with other communities, the increase in crime is directly associated with the drug trade. The Elko Police Department, much like the other law enforcement agencies have felt the impact of the current recession. With an increased work load on existing officers, this greatly affects their ability to work street level narcotics, and as a result many of the narcotics investigations are either handled by or turned over to ECNU.

Should federal funding be denied, the service to Elko County, and the citizens therein, would be greatly and adversely affected. Since the cities individually and the county as an entity cannot support the program independently without Justice Assistance Grant Funding, the ECNU would essentially cease to exist. The individual agencies could not, and will not be able to dedicate the time and specifically focus the same efforts on the drug flow in Elko as does the Elko Combined Narcotics Unit.

The ECNU recognizes the competition for the limited amount of federal funding available. Starting with the FY 2012 grant, the Elko Police Department and the Elko County Sheriff's Office have assumed the personnel costs for the investigators assigned to the task force. The cities of Carlin and West Wendover have, due to staffing, not been able to assign personnel to the task force, but have supplied personnel as needed, when staffing permits.

**Statement of Coordination:**

**(1-page limit, 5 points) List partnerships, coordination, resources that will support the applicant agency in the activities and/or completion of this project. How are tasks distributed among partners?**

The ECNU is a conglomerate of local law enforcement agencies, formed for the express and specific purpose of investigating, locating, and seizing of illegal drugs within our county. All personnel are aggressively and proactively enforcing drug laws in a unified effort to identify and apprehend drug traffickers and dealers. The task force works in conjunction with local agencies including law enforcement, prosecution, rehabilitation and education agencies to serve our citizens in the fight against drugs.

The Task Force provides specialized training to patrol officers and deputies within the county. The task force works with officers and other entities in the fight against illegal drug sales and use including the Elko Special Response Teams (SWAT). Detectives from the task force assist other officers with continuance of investigations after the officer made the initial contact and/or arrest. In addition, detectives work in conjunction with agencies throughout the state, especially jurisdictions abutting Elko County. This also includes jurisdictions in Idaho and Utah.

Along with the multi-jurisdictional efforts, the task force has provided investigative support to:

Elko Child and Family Services,

Nevada Youth Parole

Nevada Department of Parole and Probation

Nevada Department of Corrections

Drug Enforcement Agency (DEA)

Federal Bureau of Investigation (FBI)

Immigration and Custom Enforcement (ICE)

United States Marshalls Service

Pharmacy Board

Attorney General's Office

Nevada Department of Wildlife

Nevada Capital Police

Current Memorandum of Understanding attached.

**Evidence Based Principals:**

**(1-page limit, 10 EXTRA points)** Explain the similarity of the proposed project with program(s) previously approved on the website: <https://www.crimesolutions.gov/> See "Sub grant Instructions" for additional guidance.

An extensive search of the CrimeSolutions.gov website was conducted with searches for "Drug Arrests", "Drugs", and "Drug Task Forces". Those programs rated as "Not Effective" were disregarded. Further scrutiny of the remaining items shows that many of the programs were not effective for drug use beyond tobacco, or were facilitated in schools.

Elko County currently utilizes several programs in the schools conducted by the School Resource Officers and members of the ECNU. Other programs are beyond the purview of the task force. No program selected.

**Abstract (Brief description of the project):**

**(One paragraph limit, 5 points)** This is a brief summary of your proposed project that should state your agency, amount of the funding request, and how funding will be used (i.e. overtime, equipment) and what to be accomplished.

The Elko Combined Narcotics Unit (ECNU) is a multi-jurisdictional task force made up of personnel from the Elko Police Department, Elko County Sheriff's Office and the Nevada Department of Public Safety, Investigation Division covering a jurisdiction of 17,135 square miles. Additionally, the Carlin Police Department and the West Wendover Police Department provide assistance as needed to support the task force.

The goals for the task force are straightforward. The ECNU will provide criminal and narcotic interdiction and investigation as well as drug education programs. The end result is to identify and apprehend individuals using, selling, trafficking and manufacturing controlled substances in Elko County to diminish supply of controlled substances. The ECNU will also provide drug awareness and abuse education programs in the Elko County area in order to lessen demand for controlled substances.

The ECNU also functions as a major crimes investigative unit assisting jurisdictions within Elko County as well as other jurisdictions in surrounding counties. Elko Police Department has been designated by the ECNU Executive Board to apply for and manage the Edward Byrne Memorial Justice Assistance Grant for the ECNU. The Elko Police Department requests \$36,001.00 to be used to accomplish these goals throughout the Elko County area.

**Disclosure of current federal funds and Technology Statement:**

(No page limit, No points) OJP requires applicant agencies to disclose information about other applications or other sources of federal funding supporting the same project. Provide confirmation that the applicant's Technology Director reviewed the request. See Instructions for additional guidance.

N/A

**Excel Budget Detail Worksheet/Budget Narrative**

(no page limit, 15 points) This is a separate Excel Document.

**NOTICE: All applications are subject to public review.** When sensitive procedural information is necessary in the application two options are available: 1. OCJA will accept a final redacted copy without the sensitive information. 2. The applicant agency may make note of the sensitivity in the application and request a verbal decision regarding the sensitive information.

**Technology Statement**

If your application has a technology component and/or purchase you must include in the application a signed statement from the Information Technology Director, approving the project.

**Example Sample Language:**

The Information Technology Director, Jane Doe, certifies with her signature that the technology requested is necessary, feasible, and compatible with the agency's software and hardware systems and that the Technology Director supports the purchase and/or program.

**Fiscal Responsibilities**

Federal mandates require all sub-recipients of federal funding to establish and maintain accounting systems and financial records that accurately account for awarded funds. Accounting systems for all awards **must** ensure the following:

- Federal and program funds are **NOT** commingled with funds from other federal grant sources.
- The accounting system presents and classifies historical cost of the grant/program as required for budgetary and auditing purposes.
- Funds specifically budgeted and/or received for one project cannot be used to support another.

**Prohibition of supplanting** – Funds may not be used to supplant state or local funds which have been appropriated for the same purpose in your general budget but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

**Reimbursement Notice**

OCJA grants and programs are **reimbursement funded only**. Sub-recipient agencies must pay for approved grant expenses from their budget and submit a Financial Claim to OCJA for reimbursement. OCJA staff reviews the Financial Claim and corresponding backup documentation for eligible expenses within the scope of the grant and once approved will process the claim for reimbursement.

**Reporting Requirements, OCJA requires the following:**

1. Financial Claim requesting reimbursement of expenditures **only** when there is financial activity during the month.
2. Written **Monthly** Progress Report (narrative) describing the project's progress in meeting its goals and objectives as well as challenges if any will be submitted to OCJA. **Due by the 25<sup>th</sup> of the following**

month.

3. Quarterly on-line Performance Measurement Tools (PMT) report on the Bureau of Justice portal. **Due by the 20<sup>th</sup> calendar day following the end of each quarter.**
4. Delinquent Progress Reports may delay the reimbursement of financial claims and the continuation of the award.

#### **Permissible Uses of Funds**

- Project personnel salaries and benefits, including overtime pay.
- Equipment, contractual support, and training necessary for implementation of the program.
- Supplies and operating expenses directly related to project operation.
- Building rental.
- Travel for grant-funded activity and project personnel training.
- Audits.
- Professional services such as Consultant Costs must fall within the federally approved policy and not exceed \$650.00 per day or \$81.25 per hour.
- Information systems for criminal justice
- **Equipment** items costing **under \$4,999 EACH** are to be included in the **Supplies/Operating Expenses** category.
- **Equipment** items with an acquisition cost of **\$5,000 per item or more are listed as Equipment**
- All subrecipients (including any for-profit organization) must forgo any profit or management fee.

#### **Unallowable Expenses**

<ul style="list-style-type: none"><li>• Any expenditure not related to the funded project.</li><li>• Badges and personal items necessary for any job-related duties, i.e, side arms, identification badges, etc.</li><li>• Bar charges/alcoholic beverages.</li><li>• Bonuses, commissions, gifts and incentives.</li><li>• Bomb pay.</li><li>• Business cards.</li><li>• Car wash</li><li>• Construction</li><li>• Conference rooms.</li><li>• Costs incurred before the project start date or after the expiration of the project period.</li><li>• Entertainment.</li><li>• Food and beverages.</li><li>• Expense of organized fund-raising.</li><li>• Fines and penalties.</li><li>• Home office workspace and related utilities.</li><li>• Indirect costs unless there is proof of certification by the lead consignant agency</li></ul>	<ul style="list-style-type: none"><li>• Land/building acquisitions.</li><li>• Late charges.</li><li>• Lobbying, political contributions, and legislative liaison activities.</li><li>• Membership Dues and Professional Fees.</li><li>• Newspaper subscriptions.</li><li>• Promotional items.</li><li>• Professional License fee required as a condition of the job.</li><li>• Rental cars – unless previously justified and preapproved by OCJA.</li><li>• State and local sales taxes.</li><li>• Tips on per diem.</li><li>• Honoraria.</li><li>• Corporate Formation.</li><li>• Compensation for Federal Employees.</li><li>• Passport charges.</li><li>• UAV- Drones</li></ul>
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## **OVERVIEW of CERTIFICATIONS and ASSURANCES**

## STANDARD PROVISIONS

1. **ADMINISTRATOR'S APPROVAL:** This subaward is invalid until approved by the Administrator of the Office of Criminal Justice Assistance or his/her designee.
2. **AVAILABILITY OF FUNDS:** Financial obligations of the State are contingent upon federal appropriations allotted to the state administering agency which are appropriately budgeted and otherwise made available.
3. **FEDERAL FUNDING:** This subaward is subject to and contingent upon the continuing availability of federal funds.

## GRANT REQUIREMENTS

1. **FINANCIAL & ADMINISTRATIVE MANAGEMENT:**
  - a. The Sub-recipient guarantees it will maintain adequate accounting principles such as fund accounting, auditing, monitoring, evaluation procedures and the records necessary to ensure sufficient internal fiscal controls, proper financial management, and efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred, whether charged on a direct or indirect basis.
  - b. All expenditures must be supported by appropriate source documentation. OCJA will reimburse only actual, approved, and allowable expenditures.
  - c. The Sub-recipient assures that it will comply with the provisions of the current applicable OCJA Project Director's Manual. However, such a guide cannot cover every foreseeable contingency; the Sub-recipient is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.
2. **PAYMENT & REPORTING**
  - a. OCJA will **reimburse** the Sub-recipient the reasonable and allowable costs of performance, in accordance with current OCJA Office Policies and Nevada State Fiscal Rules, not to exceed the amount specified as the Total Award Amount.
  - b. The Sub-recipient assures that it shall maintain data and information to provide accurate program and financial reports to OCJA. Said reports shall be provided in such form, at such times, and containing such data and information as OCJA reasonably requires for proper administration of the program.
  - c. OCJA reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives.
  - d. OCJA will withhold payment in the event the Sub-recipient fails to comply with conditions and certifications contained in this grant award.

***The following assurances are included in the application and must be signed by the authorized official/s.***

<ul style="list-style-type: none"><li>• <i>Federal Certified Assurances</i></li><li>• <i>Civil Rights Requirements</i></li><li>• <i>Equal Employment Opportunity Plan</i></li></ul>	<ul style="list-style-type: none"><li>• <i>Standard Assurances</i></li><li>• <i>Standard Certifications, Lobbying and Debarment and Drug Free Workplace</i></li></ul>
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## FEDERAL CERTIFIED ASSURANCES

### 1. FEDERAL PUBLIC POLICY ASSURANCES.

- a. The Sub-recipient hereby agrees that it, and all of its contractors, will comply with the applicable provisions of:
  - i. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - ii. The Juvenile Justice and Delinquency Prevention Act and/or the Victims of Crime Act, as appropriate;
  - iii. All other applicable Federal laws, orders, circulars, regulations or guidelines.
- b. The Sub-recipient agency hereby agrees that it will comply, and all of its contractors will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
  - i. Part 18, Administrative Review Procedure;
  - ii. Part 22, Confidentiality of Identifiable Research and Statistical Information;
  - iii. Part 23, Criminal Intelligence Systems Operating Policies;
  - iv. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
  - v. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
  - vi. Part, 38, Equal Treatment for Faith Based Organizations;
  - vii. Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
  - viii. Part 61 Procedures of Implementing the National Environmental Policy Act;
  - ix. Part 63 Floodplain Management and Wetland Protection Procedures; and,
  - x. Federal Laws or regulations applicable to Federal Assistance Programs.
- c. Sub-recipient agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- d. Sub-recipient agrees to comply with all confidentiality requirements of 42 U. S. C. section 3789g and C. F. R. Part 22 that are applicable to collection, use, and revelation of data or information. Sub-recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.

### 2. FINANCIAL & ADMINISTRATIVE MANAGEMENT

- a. Sub-recipient assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:
  - i. For state, local or Indian tribal government entities;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - ii. For non-profit organizations;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iii. For colleges and universities;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iv. For each agency spending more than \$500,000 per year in federal funds from all sources;
    1. 2 CFR Part 200 Subparts A through F and all appendices
- b. Special Provisions and Certified Assurances

### 3. NON-SUPPLANTING OF FUNDS

- a. The Sub-recipient certifies that any required matching funds used to pay the non-federal portion of the cost of this subaward are in addition to funds that would have otherwise been made available for the purposes of this project.

- b. The Sub-recipient certifies that federal funds made available under this grant:
  - i. Will not be used to supplant state or local funds;
  - ii. Where there is a reduced or unchanged local investment, then the Sub-recipient shall give a written explanation demonstrating that the Sub-recipient's reduced or unchanged commitment was necessary even without the availability of the federal financial support under this federal grant program.

For more information, visit the Office of Justice Programs, Office for Civil Rights website at:  
<http://www.ojp.usdoj.gov/about/offices/ocr.htm>.

## **Civil Rights Requirements**

Upon a Grant Award, signature verifying completion of the civil rights training will be required. Typically, this is the Human Resource (HR) representative. The following civil rights requirements apply to all units of local governments, state agencies, for profit and non-profit organizations accepting federal grant funds. Compliance requirements apply to the entire jurisdiction/organization, and not just to the funded activities. In an effort to assist with compliance, OCJA provides a list of the requirements along with their individual references below.

1. Training programs on civil rights compliance.  
<http://www.ojp.usdoj.gov/about/ocr/assistance.htm>.
2. Victims of Crime Act  
<http://www.da.state.nm.us/Victims%20of%20Crime%20Act.pdf>
3. Title VI of the Civil Rights Act of 1964  
<https://www.epa.gov/ocr/facts-title-vi-civil-rights-act-1964>
4. Section 503 of the Rehabilitation Act of 1973  
<https://www.dol.gov/ofccp/regs/compliance/section503.htm>
5. Title II of the Americans with Disabilities Act of 1990
  - a. The Americans with Disabilities Act – [www.ada.gov/pubs/ada.htm](http://www.ada.gov/pubs/ada.htm)
  - b. Title II Highlights – [www.ada.gov/t2hlt95.htm](http://www.ada.gov/t2hlt95.htm)
  - c. Title II Technical Assistance Manual – [www.ada.gov/taman2.html](http://www.ada.gov/taman2.html)
  - d. Commonly Asked Questions ADA and Law Enforcement – [www.ada.gov/q&a\\_law.htm](http://www.ada.gov/q&a_law.htm)
  - e. Commonly Asked Questions ADA and Hiring Police Officers - [www.ada.gov/copsq7a.htm](http://www.ada.gov/copsq7a.htm)
  - f. Self Evaluation and Transition Plan Worksheets – <http://adaptenv.org/index.php?option=Resource&articleid=185&topicid=25>
6. Title IX of the Education Amendments of 1972  
<https://www.dol.gov/oasam/regs/statutes/titleix.htm>
7. Age Discrimination Act of 1975  
[https://www.dol.gov/oasam/regs/statutes/age\\_act.htm](https://www.dol.gov/oasam/regs/statutes/age_act.htm)
8. USDOJ Non-Discrimination Regulations (28 CFR 42, Subparts C, D, E and G)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr42\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr42_00.html)
9. USDO Regulations on Disability Discrimination (28 CFR Part 35)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr35\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr35_00.html)

## **STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including 2 CFR 200, Executive Order 12372 (intergovernmental review of federal programs); and 28 CFR parts 66 to 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations such as 28 CFR parts 18,22,23,30,35,38,42,61, and 63, and the award term in 2CFR 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation act of 1974 (16 U.S.C. §469 a-1 et seq.) and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); The Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Executive Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity –
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - i. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, AND DRUG FREE WORKPLACE REQUIREMENTS

*U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller*

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure of Lobbying Activities," in accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67 Section 67.510.

1. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, h/she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620;

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about;
  1. The dangers of drug abuse in the workplace.
  2. The grantee's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
  - o Taking appropriate personnel action against such an employee, up to and including termination.
  - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

OCJA Administrative Manual can be viewed or downloaded: <https://ocj.nv.gov/> Contact OCJA at (775) 687-1500 if you have questions.

**Certification by Agency Authorized Official (AAO);** The sheriff, police chief, division chief, AAO, or other official ultimately responsible for this project/program must sign this document in **BLUE** ink.

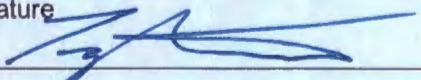
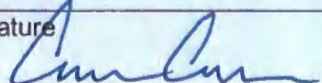
As the authorized official for the applying agency, I have read and understand the grant guidance provided with this application, to include specific guidelines, conditions, and other materials provided with this application or solicitation.

- Federal Certified Assurances
- Civil Rights Requirements
- Acknowledgement of Grant Standard Assurances
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free workplace requirements.

In submitting this application, the applicant certifies that the proposed project described in this application meets all requirements of the legislation governing the grant as indicated in the attached Certifications; that all the information contained in the application is correct; that this agency agrees to comply with all provisions of the applicable grant program, including the reporting requirements. I understand and agree that any award received as a result of this

application is subject to the conditions set forth in the Statement of Grant Award, and the current applicable OCJA Administrative Manual.

To eliminate the possibility of supplanting, my signature also confirms the items requested within this application are not included in the agency's current budget.

Authorized Officials	
Agency Authorized Officials Name (type/print) TY TROUTEN	Phone: (775) 777-7310
Title: POLICE CHIEF	Email: ttrouten@elkocitynv.gov
Signature 	Date Submitted 08/30/21
Governmental Official Name (type/print) CURTIS CALDER	Phone: (775) 777-7111
Title: CITY MANAGER	Email: ccalder@elkocitynv.gov
Signature 	Date Submitted 8/31/2021

### APPLICATION CHECKLIST

Please be sure that the following documents are completed, signed and electronically returned to [ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us) with your grant application, including this checklist.

#### Documents/Attachments due with the application:

- ☒ Cover Page - (Please sign in blue ink for signatures)
- ☒ SAM Registration expiration date 2021-05-03
- ☒ Program Narrative
- ☐ Disclosure of other federal funding sources and, when applicable, technology statement
- ☐ Inter-Agency Agreement or Memorandum of Understanding (MOU) for current year, if applicable
- ☒ Excel Budget Detail Worksheet Form **with** itemization, justification of costs and narratives
- ☒ Appendices – when applicable
- ☐ Waiver of Pass Through (for non-profits, if applicable)

The Waiver of Pass-Through Percentage form must be signed off by the law enforcement executive of the stated jurisdiction. In submitting a formal request to the law enforcement jurisdiction, applicant agencies should demonstrate in the request how the agency's services will directly benefit the community/locality. The signed waiver form must be returned to the requesting agency and be included in their Justice Assistance Grant (JAG) application.

**NOTE: All awards are subject to audits during the performance period and within three years after the end of the performance period.**

**Office of Criminal Justice Assistance  
1535 Old Hot Springs Rd #10  
Carson City NV 89706**

**[ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us) OCJA e-mail ~ [www.ocj.nv.gov](http://www.ocj.nv.gov) OCJA Website**

**Main Telephone # (775) 687-1500**

Victoria Hauan, Administrator	(775) 687-1501	<u><a href="mailto:vehauan@dps.state.nv.us">vehauan@dps.state.nv.us</a></u>
Becky Gray, Grants & Projects Analyst 1033 State Coordinator, 1122 Coordinator	(775) 687-1504	<u><a href="mailto:rebecca.gray@dps.state.nv.us">rebecca.gray@dps.state.nv.us</a></u>
Rebecca Barnett, Grants & Projects Analyst	(775) 687-1505	<u><a href="mailto:rbarnett@dps.state.nv.us">rbarnett@dps.state.nv.us</a></u>
Monica Shea, Grants & Projects Analyst	(775) 687-1508	<u><a href="mailto:mshea@dps.state.nv.us">mshea@dps.state.nv.us</a></u>

## WAVIER of PASS-THROUGH PERCENTAGE

(Required for Non-Profits)

### Edward Byrne Justice Assistance Grant Program

Name of City or County: \_\_\_\_\_

As Police Chief or Sheriff of the jurisdiction listed above and a local recipient who is eligible to receive funds from the Byrne Justice Assistance Grant Program (JAG) through the Nevada Department of Public Safety, Office of Criminal Justice Assistance (OCJA), I acknowledge that these funds to be provided to \_\_\_\_\_ (Agency requesting funding) will directly benefit this locality.

I voluntarily waive the percentage of pass-through funds for the Edward Byrne Justice Grant (JAG) to allow needed monies to support \_\_\_\_\_ (Agency requesting funding) in providing \_\_\_\_\_ (List services that will be provided. You may use bullets if needed).

OFFICIAL REPRESENTATIVE <i>Type Name:</i>	
Title:	Date:
OFFICIAL REPRESENTATIVE <i>Signature:</i>	

## BUDGET SUMMARY

Name of Applicant - Title of Project

	<u>Budget Category</u>	<u>Amount</u>
A.	Personnel and Fringe	\$0
B.	Consultants/Contracts	\$0
C.	Travel	\$10,858
D.	Supplies/Operating/Conference & Training Registrations	\$19,848
E.	Equipment	\$0
F.	Confidential Funds	\$3,000
G.	Other	\$2,295
	<b>Total Project Costs:</b>	<b>\$36,001</b>
	<b>Federal Request:</b>	<b>\$36,001</b>

NOTES: 1. After completing the budget pages below, the totals for each category will autopopulate the spaces above.

## Budget Request and Justification

May delete category(ies) not applicable to the requested project. The justification fields at the bottom of each category automatically expand to accommodate the narrative.

### A. Personnel

Detail salaries and wage expenditures or Overtime hours required for program activities to be paid for by this request for funding. Compensation paid for employees engaged in program activities must be consistent with that paid for similar work within the applicant organization. (Work Hours Per Year = 2,080)

Position Title	Annual Salary/Hourly Rate/or OT Rate	% of time working on the grant	# of Hours	Is position a New Hire (Y/N)	Total Federal \$ Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Project Hours: 0.00

Personnel Sub-total = \$0.00

### Payroll Taxes & Fringe Benefits:

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time or hours devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

	Annual Cost	Hourly Rate (annual cost/2080 work hours per year)	Rate Applied Project Hours x Hourly Rate	\$ Requested
Employer's FICA	0.00	0	0.0000	\$0.00
Retirement	0.00	0	0.0000	\$0.00
Health Insurance	0.00	0	0.0000	\$0.00
Workman's Compensation	0.00	0	0.0000	\$0.00
Unemployment Compensation	0.00	0	0.0000	\$0.00

Fringe Sub-total = \$0.00

Total Personnel = \$0.00

Personnel Justification:

<b>B Consultants/ Contract Services</b> List consultant/contract personnel in priority order. Include consultant travel and expenses in this section. Follow federal/state GSA travel policy and per diem rates. \$650 per day or \$81.25 per hour.						
<b>Consultants:</b>			<b>Computation</b>			
Name of Consultant	Service Provided	Cost per unit	(define unit)	# Units	Cost	
					\$ -	
					\$ -	
					\$ -	
<b>Computation</b>						
Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	Amount Requested
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.575		\$0.00
<b>Consultant Sub-total:</b>						\$0.00
<b>Contracts:</b> Provide a description of the product or service to be procured by contract and an estimate of the cost.						
Item /Description/Vendor	Rate	Qty/hours	Sole Source Contract ?		Amount Requested	
					\$ -	
					\$0.00	
					\$0.00	
<b>Consultant Sub-total:</b>						\$ -
<b>Total Consultants/Contracts =</b>						<b>\$0.00</b>
<b>Consultant/Contract Services Justification:</b>						

### C. Travel

Itemize travel expenses of project personnel by purpose ( e.g. staff to training, advisory group meeting, etc.) Provide the location and purpose of travel. Show the basis of computation. Per diem (meals), lodging and mileage are included in travel. Per mile cost and per diem rates should not exceed the current state rates. Current state rates are: automobile for business use: mileage 0.56 cents/mile or automobile for personal use: 0.2875 cents/mile, per diem is set at the federal GSA rates. Go to <http://www.gsa.gov> for current rates in each city/county. Registration fees/ conference/ training costs belong under the Operating category. **Requesting more than 1 trip? copy this category for each trip.**

In-State Travel		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 City, 1 State,1 County detective / 1 Supervisor / 1 Admin assist.	Outlaying areas of Elko County and the State of Nevada		Airfare (roundtrip)			\$0.00
		5.00	Hotel (per night)	\$96.00	5.00	\$2,400.00
		5.00	Per Diem per day	\$55.00	7.00	\$1,925.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					Sub-total	\$4,325.00

**In-State Travel Justification:** As outlined in the grant ECNU will conduct proactive inforcement/undercover operations in the out laying area of Elko County. This expense is for per diem when extended period of time is required.

In-State Travel		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 City, 1 State, 1 Supervisor / Covert OP	Las Vegas, NV		Airfare (roundtrip)			\$0.00
		3.00	Hotel (per night)	\$120.00	5.00	\$1,800.00
		3.00	Per Diem per day	\$61.00	5.00	\$915.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					Sub-total	\$2,715.00

**In-State Travel Justification:** Training for the newly or experienced detective. Keeing up todate on controlled substance trends. Training to promote safety and awareness.

Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
			Airfare (roundtrip)			\$0.00

1 City, 1 State, 1 County / Nevada Narcotics Officers Asso. Training conference	Las Vegas, NV	3.00	Hotel (per night)	\$120.00	4.00	\$1,440.00
		3.00	Per Diem per day	\$61.00	5.00	\$915.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					Sub-total	\$2,355.00
					In-State Travel =	\$9,395.00

**In-State Travel Justification:** Training will be on Opium Crisis and Critical Incidents include aspects ranging from New Drug Trends, Mexican Cartels, Domestic Terrorism and Gangs.

Out of State Travel:		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 Sergeant / Training: Narcotic & Specialized Unit Supervisor Course	San Diego, CA		Airfare (roundtrip)			\$0.00
		1.00	Hotel (per night)	\$161.00	6.00	\$966.00
		1.00	Per Diem per day	\$71.00	7.00	\$497.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
Out of State Travel Sub-total =						\$1,463.00

**Out of State Travel Justification:** This course is geared for the new supervisor of a narcotics and/or specialized unit.

Out of State Travel:		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00

		Personal Vehicle Mileage R/T	\$0.560		
	0	0	0	\$ -	\$0.00
Out of State Travel Sub-total =					\$0.00

**Out of State Travel Justification:**

		<b>\$10,858.00</b>
--	--	--------------------

**D Supplies/Operating:**

Include in this section requests to support all of the following: telephone, postage, printing and copying, publication, desktop and consumable office supplies, drug testing supplies, and other. For cell phone, include the cost of monthly service and charges by minutes/plan. For printing and copying, include the cost per page and number of pages per month. For desktop and consumable supplies, include the cost per person per month. For drug testing supplies use the average cost per month. Show computations.

**Supplies**

You may adjust this section to meet the needs of the formula.

Item /Description	Quantity (Per month / per person)	Define Unit of measure	Cost per unit	Cost per Month	Total for Year
<b>Example: Test Kits</b>	5	each	\$ 15.00	<b>\$75.00</b>	<b>\$900.00</b>
Office Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Field Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Misc Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Rations	5	3	\$ 20.00	\$100.00	\$300.00
Office/Desk Chairs	5	1	\$ 150.00	\$150.00	\$750.00
Drug Testing Supplies	4	2	\$ 15.00	\$60.00	\$720.00
Batteries	4	2	\$ 10.00	\$40.00	\$480.00
CD/Flash Drives/SD Cards/Media Storage	5	12	\$ 20.00	\$100.00	\$1,200.00
				\$0.00	\$0.00

**Supplies Sub-total = \$9,750.00**

**Operating**

Item /Description	Quantity (Per month / per person)	Define Unit of measure	Cost per unit	Total for year	Cost
Cellular phone service & Wifi	6	12	\$ 55.00	\$330.00	\$3,960.00
Telephone/Fax/Tip line	3	12	\$ 40.00	\$120.00	\$1,440.00
Annual GPS Tracking Service	2	1	\$ 349.00	\$698.00	\$698.00
cellebrite (Univ. Forensic software) annual licence fee	1	1	\$ 4,000.00	\$4,000.00	\$4,000.00

				\$0.00	
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

Operating Sub-total = \$10,098.00

Supplies/Operating TOTAL: \$19,848.00

\$

E

**Equipment**

Equipment items with an acquisition cost of over \$5,000 per item are listed here. Like items or related components must be considered as a group and may not be separated to avoid compliance with these standards. Provide a list

Item /Description	Qty	Item/each	Unit cost	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Eq

**Equipment Total = \$0.00**

F

**Confidential Funds**

Confidential funds will be considered for law enforcement agencies. For continuation grants, the balance of the previous years' grant will be considered.

Item /Description	Rate per month	Total for Year	Estimate portion to be used from forfeiture funds	Amount Requested
<b>Confidential Funds</b>	<b>150</b>	<b>1800</b>		<b>\$1,800.00</b>
Information	50	600		\$600.00
Undercover Expenses	50	600		\$600.00
		0		\$0.00
		0		\$0.00

Co

**Confidential Funds Total = \$3,000.00**



# California Narcotic Officers' Association

"FOR BETTER NARCOTIC ENFORCEMENT"

Presents...

## 40-HOUR NARCOTIC AND SPECIALIZED UNIT SUPERVISOR COURSE

POST CERTIFIED PLAN III 8790-12530

**JANUARY 24 - 28, 2022**  
**SAN DIEGO, CA**

An interactive 40-hour course that brings together Supervisors and Managers of Narcotic and Specialized Units, and subject matter experts with extensive teaching experience. Through lecture and discussion, participants will learn the latest information in areas that are specific to Pro-Active Units such as Narcotics, Gangs and Specialized Enforcement Units. Presented information will train the students to operate units in a safe and efficient manner while meeting today's challenges of reduced manpower and budgets, emerging criminal trends and recent court decisions. The information provided in this class is incredibly useful, regardless of agency size or the primary mission of the unit.

### Who should attend?

This is an excellent course for the new or seasoned supervisor or manager of a narcotic enforcement unit, or other specialized pro-active unit.

**Course Content:** The content of this course is under constant evaluation to ensure that it meets the current needs of those attending and may vary to meet the ever-changing needs of the Narcotic or Specialized Unit Supervisor.

### Current topics include:

*Personnel Issues and Ethics, Informant Management, Officer Down Issues, Current Meth Trends & Other Drug Trends, Human Trafficking and Drugs, Drug Endangered Children, Undercover Operations, San Bernardino Terror-Attack Lesson Learned, Operational Red Flags, The Rampart Incident - a new 4-hour block that takes the student through the contribution factors to the LAPD Rampart Incident has been added, and will be instructed by an LAPD Captain, assigned to Rampart Division during the incident.*

For Registration Information go to: <https://www.cnoa.org/events/calendar> Due to the nature of class presentation, attendance is limited to 35 students. Class fills up quickly so please get your registrations in!

**The cost of the Narcotic/Specialized Unit Supervisor Course is \$400.00**

(Includes: Necessary workshop tools)

For Registration Information go to: [www.cnoa.org](http://www.cnoa.org)

NAME ON CREDIT CARD:		
CREDIT CARD NO:		EXP. DATE:
NAME:	TITLE:	DOB:
AGENCY:	POST ID #	
AGENCY ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:		
EMAIL ADDRESS:		
COMMENTS:		

YOU MAY REGISTER ONLINE OR DOWNLOAD A MAIL IN REGISTRATION FORM. NO PHONE REGISTRATION AVAILABLE.  
FOR ADDITIONAL INFORMATION, CALL (877) 775-NARC (6272)



## FY 2021 Per Diem Rates for San Diego, California

I'm interested in

Lodging Rates

Meals &amp; Incidentals (M&amp;IE) Rates

New Search



## Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-Federal website).

Primary Destination ⓘ	County ⓘ	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Diego	San Diego	\$161	\$161	\$161	\$161	\$181	\$181	\$181	\$181	\$181	\$181	\$161	\$161

Showing 1 to 1 of 1 entries

## FY 2021 Per Diem Rates for San Diego, California

I'm interested in

Lodging Rates

Meals &amp; Incidentals (M&amp;IE) Rates

New Search



## Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-Federal website).

Primary Destination ⓘ	County ⓘ	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Diego	San Diego	\$161	\$161	\$161	\$161	\$181	\$181	\$181	\$181	\$181	\$181	\$161	\$161

Showing 1 to 1 of 1 entries



**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Sgt.

NEATS I.D.# / Title Sgt.

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training Narc. And Specilized Unit Supervisor Course Jan -2022  
Investigat

**Explain:**

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other\*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad

**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

**Traveler is:**

☒ Task Force Officer  
☒ State Officer or Employee  
☐ Board or Commission Member  
☐ Independent Contractor Whose Contract Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours In Travel Status	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended							Code	Cost	Code	PC/PP Mileage	Cost	
1/23/2022	Travel To San Diego , CA	800		16.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 2	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 3	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 4	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 5	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 6	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 7	Return to Elko		1800	18.00	100%	\$71.00		\$71.00							\$71.00
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$1,463.00</b>

\_\_\_\_\_  
Employees' Signature

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

**\*Receipts are required for:**  
"Other" transportation expenses  
ATM and bank transactions  
Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
0-7.99 hours of travel=0%  
8-9.99 hours of travel=25%  
10-11.99 hours of travel=50%  
12-13.99 hours of travel=75%  
14 or more hours of travel =100%



The 2021 NNOA conference is dedicated to LVMPD Lieutenant Erik Lloyd and in his honor we will be awarding the first ever Erik Lloyd memorial award to Top Narc.

## Training the Rest

## with the Best...

### Law Enforcement

Training has been the cornerstone

for the Nevada Narcotic Officers Association. Be sure to

join us for the 2021 Conference which will be located at the South

Point Hotel and Casino in Fabulous Las Vegas

Nevada.

Law Enforcement trainers from several states will coordinate some of the best training available. This year's conference is geared to address the current trends and problems facing our brave Law Enforcement Agencies. Keeping up to date is vital for the survival of our Officers.

This is your chance to be a part of the growing Nevada Narcotic Officers Association. See you there! - President Tim Beck

NNOA  
10170 West Tropicana  
156-280  
Las Vegas Nevada 89148  
[nnoa@nnoa.biz](mailto:nnoa@nnoa.biz)  
[www.nnoa.biz](http://www.nnoa.biz)



[www.thewoundedblue.org](http://www.thewoundedblue.org)





**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Detective

NEATS I.D.# / Title Detective

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training NV. Narc. Assoc. Training , Las Vegas, NV. JULY 2022  
Investigal

Explain:

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other\*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad

**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

Traveler is: \_\_\_\_\_ Task Force Officer  
                  ☒ State Officer or Employee  
                  \_\_\_\_\_ Board or Commission Member  
                  \_\_\_\_\_ Independent Contractor Whose Contract  
                  \_\_\_\_\_ Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours in Travel	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended	Status						Code	Cost	Code	PC/PP Mileage	Cost	
Day 1	Travel To Las Vegas, NV	1200		12.00	75%	\$61.00		\$45.75	\$120.00			SC			\$165.75
Day 2	Attend Covert Ops Training			24.00	100%	\$61.00		\$613.00	\$120.00			SC			\$181.00
Day 3	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 4	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 5	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 6	Attend Covert Ops Training Return To Elko, NV		2200	22.00	100%	\$61.00		\$61.00							\$61.00
					0%										
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$950.75</b>

\_\_\_\_\_  
Employees' Signature

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

**\*Receipts are required for:**  
"Other" transportation expenses  
ATM and bank transactions  
Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
0-7.99 hours of travel=0%  
8-9.99 hours of travel=25%  
10-11.99 hours of travel=50%  
12-13.99 hours of travel=75%  
14 or more hours of travel =100%

***The International Association of Undercover Officers***  
***Presents***  
***25th Annual Covert Ops Training Conference***

**August 23 - 27, 2021 – Las Vegas, NV**

A new and advanced five-day training program for law enforcement officers who supervise and participate in covert undercover investigations. The course is specifically designed to provide officers with a comprehensive knowledge of undercover techniques and methods they can employ to safely plan and manage covert investigations. This program *changes every year* in our effort to bring you the latest information about covert operations. All of the presenters have been involved in covert operations for many years.

***Who Should Attend This Course?***

This advanced training is updated annually and designed for law enforcement officers who participate in undercover investigations. Managers who supervise such operations will find the course particularly focused on matters relating to their day-to-day activities.

***Why Should I Attend This Course?***

Officers who participate in covert operations are not born with the talents needed to perform effectively in undercover situations. These talents are developed from experience, hard work and training. You will learn the techniques and tactics necessary to compliment your present undercover experiences. Many times this is what makes the difference between success or failure and safety or injury.

***Program Overview***

**Covert Operations - Undercover Risk Analysis - Emerging Drug Trends**

**Undercover Training Issues – How Can HHS Help You With UC Ops**

**Grow House Shooting – Case Study**

**Pro-active Approach to Hotel/Motel Drug Centers – Human Trafficking Operations**

**Technical Skills in Undercover Electronics & Electronic Intercept**

***Other Topics to be Announced***

***Instructors***

**Charlie Fuller** – Charlie is a retired Special Agent with the Bureau of Alcohol, Tobacco & Firearms (ATF). He has 27 years of law enforcement experience with expertise in undercover, electronic surveillance and training. He was a Program Manager at the ATF National Academy for six years where he was responsible for the undercover/field operations training. Charlie is the author of *The Art of Undercover: Techniques & Survival*, the complete "how to work undercover" book. He currently presents undercover, electronic surveillance and physical surveillance training programs worldwide.

**Anthony Polcandriotes** – Tony retired from the Will County Sheriff's Department (Illinois) after 28 ½ years of service. While at the Sheriff's Department, he worked as a patrol officer, undercover narcotics officer, general detective as well as a plainclothes detective. Tony served on two state police task forces which included undercover investigations on a major motorcycle gang and one federal task force. He was a founding member of the Will/Grundy Major Crimes Task Force, dealing primarily in homicide and officer involved shooting investigations. He served as a SWAT Team member as well as a Crisis Negotiator. After retiring, Tony assisted a small Illinois agency, working their undercover narcotics investigations. He specializes in electronic surveillance, lock bypass and surreptitious entry methods. He currently works as an investigative consultant with a Chicago based, international investigative firm. Tony is a U.S. Army veteran.

**Nate Hutchinson** – Lt. Hutchinson is a 21-year veteran of the Weber County Sheriff's Office having worked all aspects of law enforcement including 5 years under cover in narcotics. Lt. Hutchinson is one of the most decorated law enforcement officers in the United States.

On January 4<sup>th</sup>, 2012, Lt. Hutchinson was involved in a thirteen-minute gun battle after his narcotics team was ambushed while serving a knock and announce search warrant on a small marijuana grow house. During the gunfight Lt. Hutchinson

meals \$350<sup>75</sup> Lodging \$1000-

was shot five times while rescuing injured officers from the home. Lt. Hutchinson will provide a debrief of the search warrant, a detailed account of the gunfight, lessons learned in the aftermath, as well as the mindset that helped him survive the near fatal gunshot wounds and continue to fight until all of his team had been pulled from the home.

**Elton Malone** - Elton Malone is currently an Assistant Inspector General for Investigations (AIGI) with the US Department of Health and Human Services (HHS), Office of Inspector General (OIG), a role in which he is responsible for supervising the activities of over 600 sworn criminal investigators and other professional staff. Elton also oversees the office's \$150 million budget. Over the past several years, Elton has been instrumental in spearheading a series of international engagements by the Office of Investigations (OI) to address vulnerabilities surrounding HHS overseas operations, including the provision of technical assistance to local officials regarding fraud and abuse, as well as fraud awareness and anti-corruption presentations to HHS international staff and grantees throughout Africa and Asia. He currently co-chairs OI's Operations Oversight Committee and serves as the agency's lead instructor and expert for undercover operations.

**Guy Daniels** - Sgt. Guy Daniels is a twenty-one-year veteran with the Jacksonville Sheriff's Office, with over fifteen years' experience as a narcotics detective. Guy started his narcotics career with street-level tactical units where he participated in several hundred undercover operations over a fifteen-year narcotics career. During this time, he participated in several long-term undercover operations and was asked to join the DEA as a task force officer. Guy has developed and instructed multiple classes related to narcotics and undercover techniques throughout the United States for State and Federal agencies to include; the U.S. Army, Drug Enforcement Administration, Nevada and Florida HITDA, Florida Department of Law Enforcement, Florida Narcotics Officers Association and the Annual Covert Operations Training Conference. Guy served with the 82nd Airborne Division and participated in combat operations in Iraq (Operations(s) Desert Shield and Desert Storm).

**Jim Orr** - Jim is a retired law enforcement detective sergeant with many years of investigative (narcotics & gang) experience. Mr. Orr is a Retained Investigator and Anti-Piracy Trainer for the Recording Industry Association of America, the Entertainment Software Association, brand owners of intellectual properties and a former Retained Investigator and Anti-Piracy Trainer the Motion Picture Association of America. Mr. Orr has trained over 23,000 local, state and federal law enforcement officers, investigators, deputy district attorneys, prosecutors, city attorneys and private investigators in almost every state in the US and Canada. Mr. Orr has conducted and assisted with numerous piracy and trademark counterfeit investigations and is a court recognized expert. Mr. Orr has been conducting counterfeit and piracy investigations for over 19 years.

### ***Registration Information***

Registration fee for the five-day training program is \$495.00 per person. We accept cash, check or Visa/MasterCard. Group discounts are also available. Tuition cost includes the cost of the instruction, handout materials and certificate of completion. All checks or purchase orders must be made payable to The International Association of Undercover Officers (IAUO). For further information, or additional information call Gayland Hammack at 702-379-5769 or Charlie Fuller at 912-242-6000. E-mail: [Charlie@Undercover.org](mailto:Charlie@Undercover.org).

***Attendance is limited. Register early to ensure your participation.***

### ***Training Site and Lodging Information***

The training program will be presented at The Flamingo Hotel, 3555 Las Vegas Blvd South, Las Vegas, NV 89109. The Las Vegas Flamingo has arranged a special rate of \$89 (no additional Resort Fees, but if you desire, you can pay for the Resort Fee (\$39) when you check-in) for this training program. You can book your reservations by going to their website at Flamingo Reservations (<https://book.passkey.com/go/SFIT81>) by clicking on Reservations. You can also call them at 702-733-3111 to make your reservations, however, there is a \$15 charge for booking by telephone. Please use SFIT81" as a booking code. To obtain this special rate, please make your reservations prior to July 22, 2021.

If you know someone who does not want to attend the training but wants to visit Las Vegas, please share with them the information about the special rate we are getting at the Flamingo Hotel.



**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Detective

NEATS I.D.# / Title Detective

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training NV. Narc. Assoc. Training , Las Vegas, NV. JULY 2022  
Investigal

**Explain:**

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other\*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad

**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

**Traveler is:** \_\_\_\_\_ Task Force Officer  
\_\_\_\_\_ X State Officer or Employee  
\_\_\_\_\_ Board or Commission Member  
\_\_\_\_\_ Independent Contractor Whose Contract  
\_\_\_\_\_ Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours in Travel Status	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended							Code	Cost	Code	PC/PP Mileage	Cost	
Day 1	Travel To Las Vegas, NV	1200		12.00	75%	\$61.00		\$45.75	\$120.00			SC			\$165.75
Day 2	Attend NOA			24.00	100%	\$61.00		\$613.00	\$120.00			SC			\$181.00
Day 3	Attend NOA			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 4	Attend NOA			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 5	Attend NOA / Return to Elko			24.00	100%	\$61.00		\$61.00				SC			\$61.00
					0%										
					0%										
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$769.75</b>

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Employees' Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

**\*Receipts are required for:**  
"Other" transportation expenses  
ATM and bank transactions  
Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
0-7.99 hours of travel=0%  
8-9.99 hours of travel=25%  
10-11.99 hours of travel=50%  
12-13.99 hours of travel=75%  
14 or more hours of travel =100%

## BUDGET SUMMARY

Name of Applicant - Title of Project

	<u>Budget Category</u>	<u>Amount</u>
A.	Personnel and Fringe	\$0
B.	Consultants/Contracts	\$0
C.	Travel	\$10,858
D.	Supplies/Operating/Conference & Training Registrations	\$19,848
E.	Equipment	\$0
F.	Confidential Funds	\$3,000
G.	Other	\$2,295
Total Project Costs:		\$36,001
Federal Request:		\$36,001

NOTES: 1. After completing the budget pages below, the totals for each category will autopopulate the spaces above.

## Budget Request and Justification

May delete category(ies) not applicable to the requested project. The justification fields at the bottom of each category automatically expand to accommodate the narrative.

### A. Personnel

Detail salaries and wage expenditures or Overtime hours required for program activities to be paid for by this request for funding. Compensation paid for employees engaged in program activities must be consistent with that paid for similar work within the applicant organization. (Work Hours Per Year = 2,080)

Position Title	Annual Salary/Hourly Rate/or OT Rate	% of time working on the grant	# of Hours	Is position a New Hire (Y/N)	Total Federal \$ Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Project Hours: 0.00

Personnel Sub-total = \$0.00

### Payroll Taxes & Fringe Benefits:

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time or hours devoted to the project. Fringe benefits on **overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation**. Individual fringe benefits must be listed by amount and percentage.

	Annual Cost	Hourly Rate	Rate Applied	\$ Requested
		(annual cost/2080 work hours per year)	Project Hours x Hourly Rate	
Employer's FICA	0.00	0	0.0000	\$0.00
Retirement	0.00	0	0.0000	\$0.00
Health Insurance	0.00	0	0.0000	\$0.00
Workman's Compensation	0.00	0	0.0000	\$0.00
Unemployment Compensation	0.00	0	0.0000	\$0.00

Fringe Sub-total = \$0.00

Total Personnel = \$0.00

Personnel Justification:

<b>B Consultants/ Contract Services</b>	List consultant/contract personnel in priority order. Include consultant travel and expenses in this section. Follow federal/state GSA travel policy and per diem rates. \$650 per day or \$81.25 per hour.
---	---

<b>Consultants:</b>		<b>Computation</b>			
Name of Consultant	Service Provided	Cost per unit	(define unit)	# Units	Cost
					\$ -
					\$ -
					\$ -

<b>Computation</b>						
Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	Amount Requested
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.575		\$0.00
<b>Consultant Sub-total:</b>						\$0.00

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost.

Item /Description/Vendor	Rate	Qty/hours	Sole Source Contract ?		<b>Amount Requested</b>
					\$ -
					\$0.00
					\$0.00
<b>Consultant Sub-total:</b>					\$ -
<b>Total Consultants/Contracts =</b>					\$0.00

**Consultant/Contract Services Justification:**

### C. Travel

Itemize travel expenses of project personnel by purpose ( e.g. staff to training, advisory group meeting, etc.) Provide the location and purpose of travel. Show the basis of computation. Per diem (meals), lodging and mileage are included in travel. Per mile cost and per diem rates should not exceed the current state rates. Current state rates are: automobile for business use: mileage 0.56 cents/mile or automobile for personal use: 0.2875 cents/mile, per diem is set at the federal GSA rates. Go to <http://www.gsa.gov> for current rates in each city/county. Registration fees/ conference/ training costs belong under the Operating category. **Requesting more than 1 trip? copy this category for each trip.**

In-State Travel		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 City, 1 State,1 County detective / 1 Supervisor / 1 Admin assist.	Outlaying areas of Elko County and the State of Nevada		Airfare (roundtrip)			\$0.00
		5.00	Hotel (per night)	\$96.00	5.00	\$2,400.00
		5.00	Per Diem per day	\$55.00	7.00	\$1,925.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					Sub-total	\$4,325.00

**In-State Travel Justification:** As outlined in the grant ECNU will conduct proactive inforcement/undercover operations in the out laying area of Elko County. This expense is for per diem when extended period of time is required.

In-State Travel		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 City, 1 State, 1 Supervisor / Covert OP	Las Vegas, NV		Airfare (roundtrip)			\$0.00
		3.00	Hotel (per night)	\$120.00	5.00	\$1,800.00
		3.00	Per Diem per day	\$61.00	5.00	\$915.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					Sub-total	\$2,715.00

**In-State Travel Justification:** Training for the newly or experienced detective. Keeing up todate on controlled substance trends. Training to promote safety and awareness.

Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
			Airfare (roundtrip)			\$0.00

1 City, 1 State, 1 County / Nevada Narcotics Officers Asso. Training conference	Las Vegas, NV	3.00	Hotel (per night)	\$120.00	4.00	\$1,440.00
		3.00	Per Diem per day	\$61.00	5.00	\$915.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00

**Sub-total** \$2,355.00

**In-State Travel =** \$9,395.00

**In-State Travel Justification:** Training will be on Opium Crisis and Critical Incidents include aspects ranging from New Drug Trends, Mexican Cartels, Domestic Terrorism and Gangs.

Out of State Travel:		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
1 Sergeant / Training: Narcotic & Specialized Unit Supervisor Course	San Diego, CA		Airfare (roundtrip)			\$0.00
		1.00	Hotel (per night)	\$161.00	6.00	\$966.00
		1.00	Per Diem per day	\$71.00	7.00	\$497.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00

**Out of State Travel Sub-total =** \$1,463.00

**Out of State Travel Justification:** This course is geared for the new supervisor of a narcotics and/or specialized unit.

Out of State Travel:		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00

			Personal Vehicle Mileage R/T	\$0.560		
	0	0	0	\$	-	\$0.00
<b>Out of State Travel Sub-total =</b>						<b>\$0.00</b>

**Out of State Travel Justification:**

		<b>\$10,858.00</b>
--	--	--------------------

**D Supplies/Operating:**

Include in this section requests to support all of the following: telephone, postage, printing and copying, publication, desktop and consumable office supplies, drug testing supplies, and other. For cell phone, include the cost of monthly service and charges by minutes/plan. For printing and copying, include the cost per page and number of pages per month. For desktop and consumable supplies, include the cost per person per month. For drug testing supplies use the average cost per month. Show computations.

**Supplies**

You may adjust this section to meet the needs of the formula.

Item /Description	Quantity (Per month / per person)	Define Unit of measure	Cost per unit	Cost per Month	Total for Year
<b>Example: Test Kits</b>	<b>5</b>	<b>each</b>	<b>\$ 15.00</b>	<b>\$75.00</b>	<b>\$900.00</b>
Office Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Field Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Misc Supplies	5	12	\$ 35.00	\$175.00	\$2,100.00
Rations	5	3	\$ 20.00	\$100.00	\$300.00
Office/Desk Chairs	5	1	\$ 150.00	\$150.00	\$750.00
Drug Testing Supplies	4	2	\$ 15.00	\$60.00	\$720.00
Batteries	4	2	\$ 10.00	\$40.00	\$480.00
CD/Flash Drives/SD Cards/Media Storage	5	12	\$ 20.00	\$100.00	\$1,200.00
				\$0.00	\$0.00

**Supplies Sub-total = \$9,750.00**

**Operating**

Item /Description	Quantity (Per month per person)	Define Unit of measure	Cost per unit	Total for year	Cost
Cellular phone service & Wifi	6	12	\$ 55.00	\$330.00	\$3,960.00
Telephone/Fax/Tip line	3	12	\$ 40.00	\$120.00	\$1,440.00
Annual GPS Tracking Service	2	1	\$ 349.00	\$698.00	\$698.00
cellebrite (Univ. Forensic software) annual licence fee	1	1	\$ 4,000.00	\$4,000.00	\$4,000.00

				\$0.00	
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Operating Sub-total =					\$10,098.00
Supplies/Operating TOTAL:					\$19,848.00

E

**Equipment**

Equipment items with an acquisition cost of over \$5,000 per item are listed here. Like items or related components must be considered as a group and may not be separated to avoid compliance with these standards. Provide a list.

Item /Description	Qty	Item/each	Unit cost	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Eq

**Equipment Total =****\$0.00**

F

**Confidential Funds**

Confidential funds will be considered for law enforcement agencies. For continuation grants, the balance of the previous years' grant will be considered.

Item /Description	Rate per month	Total for Year	Estimate portion to be used from forfeiture funds	Amount Requested
<b>Confidential Funds</b>	<b>150</b>	1800		<b>\$1,800.00</b>
Information	50	600		\$600.00
Undercover Expenses	50	600		\$600.00
		0		\$0.00
		0		\$0.00

Co

**Confidential Funds Total =****\$3,000.00**



# California Narcotic Officers' Association

"FOR BETTER NARCOTIC ENFORCEMENT"

Presents...

## 40-HOUR NARCOTIC AND SPECIALIZED UNIT SUPERVISOR COURSE

POST CERTIFIED PLAN III 8790-12530

**JANUARY 24 - 28, 2022**  
**SAN DIEGO, CA**

An interactive 40-hour course that brings together Supervisors and Managers of Narcotic and Specialized Units, and subject matter experts with extensive teaching experience. Through lecture and discussion, participants will learn the latest information in areas that are specific to Pro-Active Units such as Narcotics, Gangs and Specialized Enforcement Units. Presented information will train the students to operate units in a safe and efficient manner while meeting today's challenges of reduced manpower and budgets, emerging criminal trends and recent court decisions. The information provided in this class is incredibly useful, regardless of agency size or the primary mission of the unit.

### Who should attend?

This is an excellent course for the new or seasoned supervisor or manager of a narcotic enforcement unit, or other specialized pro-active unit.

**Course Content:** The content of this course is under constant evaluation to ensure that it meets the current needs of those attending and may vary to meet the ever-changing needs of the Narcotic or Specialized Unit Supervisor.

### Current topics include:

*Personnel Issues and Ethics, Informant Management, Officer Down Issues, Current Meth Trends & Other Drug Trends, Human Trafficking and Drugs, Drug Endangered Children, Undercover Operations, San Bernardino Terror-Attack Lesson Learned, Operational Red Flags, The Rampart Incident – a new 4-hour block that takes the student through the contribution factors to the LAPD Rampart Incident has been added, and will be instructed by an LAPD Captain, assigned to Rampart Division during the incident.*

For Registration Information go to: <https://www.cnoa.org/events/calendar> Due to the nature of class presentation, attendance is limited to 35 students. Class fills up quickly so please get your registrations in!

**The cost of the Narcotic/Specialized Unit Supervisor Course is \$400.00**

(Includes: Necessary workshop tools)

For Registration Information go to: [www.cnoa.org](http://www.cnoa.org)

NAME ON CREDIT CARD:		
CREDIT CARD NO:		EXP. DATE:
NAME:	TITLE:	DOB:
AGENCY:	POST ID #	
AGENCY ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:		
EMAIL ADDRESS:		
COMMENTS:		

YOU MAY REGISTER ONLINE OR DOWNLOAD A MAIL IN REGISTRATION FORM. NO PHONE REGISTRATION AVAILABLE.  
FOR ADDITIONAL INFORMATION, CALL (877) 775-NARC (6272)



## FY 2021 Per Diem Rates for San Diego, California

I'm interested in:

[Lodging Rates](#)[Meals & Incidentals \(M&IE\) Rates](#)[New Search](#)

### Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-federal website).

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Diego	San Diego	\$161	\$161	\$161	\$161	\$181	\$181	\$181	\$181	\$181	\$181	\$161	\$161

Showing 1 to 1 of 1 entries

per page

## FY 2021 Per Diem Rates for San Diego, California

I'm interested in:

[Lodging Rates](#)[Meals & Incidentals \(M&IE\) Rates](#)[New Search](#)

### Lodging by month (excluding taxes) | October 2020 - September 2021



Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website](#) (a non-federal website).

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Diego	San Diego	\$161	\$161	\$161	\$161	\$181	\$181	\$181	\$181	\$181	\$181	\$161	\$161

Showing 1 to 1 of 1 entries



**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Sgt.

NEATS I.D.# / Title Sgt.

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training Narc. And Specilized Unit Supervisor Course Jan -2022  
Investigat

**Explain:**

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other\*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad

**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

**Traveler is:** \_\_\_\_\_ Task Force Officer  
\_\_\_\_\_ ☒ State Officer or Employee  
\_\_\_\_\_ Board or Commission Member  
\_\_\_\_\_ Independent Contractor Whose Contract  
\_\_\_\_\_ Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours in Travel Status	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended							Code	Cost	Code	PC/PP Mileage	Cost	
1/23/2022	Travel To San Diego , CA	800		16.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 2	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 3	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 4	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 5	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 6	Attend Training			24.00	100%	\$71.00		\$71.00	\$161.00			SC			\$232.00
Day 7	Return to Elko		1800	18.00	100%	\$71.00		\$71.00							\$71.00
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$1,463.00</b>

\_\_\_\_\_  
Employees' Signature

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

**\*Receipts are required for:**  
"Other" transportation expenses  
ATM and bank transactions  
Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
0-7.99 hours of travel=0%  
8-9.99 hours of travel=25%  
10-11.99 hours of travel=50%  
12-13.99 hours of travel=75%  
14 or more hours of travel =100%



The 2021 NNOA conference is dedicated to LVMPD Lieutenant Erik Lloyd and in his honor we will be awarding the first ever Erik Lloyd memorial award to Top Narc.

## Training the Rest with the Best...

### Law Enforcement

Training has been the cornerstone for the Nevada Narcotic Officers' Association. Be sure to join us for the 2021 Conference which will be located at the South Point Hotel and Casino in Fabulous Las Vegas Nevada.

Law Enforcement Instructors from several states will coordinate some of the best training available. This year's conference is geared to address the current trends and problems facing our local Law Enforcement Agencies. Keeping up to date is vital for the survival of our Officers.

This is your chance to be a part of the growing Nevada Narcotic Officers' Association. See you there! -- President Tim Beck

NNOA  
10170 West Tropicana  
156-280  
Las Vegas Nevada 89148  
[nnoa@nnoa.biz](mailto:nnoa@nnoa.biz)  
[www.nnoa.biz](http://www.nnoa.biz)



[www.thewoundedblue.org](http://www.thewoundedblue.org)





**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Detective

NEATS I.D.# / Title Detective

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training NV. Narc. Assoc. Training , Las Vegas, NV. JULY 2022  
Investigat

Explain:

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad

**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

Traveler is: \_\_\_\_\_ Task Force Officer  
                  ☒ State Officer or Employee  
                  \_\_\_\_\_ Board or Commission Member  
                  \_\_\_\_\_ Independent Contractor Whose Contract  
                  \_\_\_\_\_ Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours in Travel	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended	Status						Code	Cost	Code	PC/PP Mileage	Cost	
Day 1	Travel To Las Vegas, NV	1200		12.00	75%	\$61.00		\$45.75	\$120.00			SC			\$165.75
Day 2	Attend Covert Ops Training			24.00	100%	\$61.00		\$613.00	\$120.00			SC			\$181.00
Day 3	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 4	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 5	Attend Covert Ops Training			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 6	Attend Covert Ops Training Return To Elko, NV		2200	22.00	100%	\$61.00		\$61.00							\$61.00
					0%										
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$950.75</b>

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Employees' Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

**\*Receipts are required for:**  
"Other" transportation expenses  
ATM and bank transactions  
Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
0-7.99 hours of travel=0%  
8-9.99 hours of travel=25%  
10-11.99 hours of travel=50%  
12-13.99 hours of travel=75%  
14 or more hours of travel =100%

***The International Association of Undercover Officers***  
***Presents***  
***25th Annual Covert Ops Training Conference***

**August 23 - 27, 2021 – Las Vegas, NV**

A new and advanced five-day training program for law enforcement officers who supervise and participate in covert undercover investigations. The course is specifically designed to provide officers with a comprehensive knowledge of undercover techniques and methods they can employ to safely plan and manage covert investigations. This program *changes every year* in our effort to bring you the latest information about covert operations. All of the presenters have been involved in covert operations for many years.

***Who Should Attend This Course?***

This advanced training is updated annually and designed for law enforcement officers who participate in undercover investigations. Managers who supervise such operations will find the course particularly focused on matters relating to their day-to-day activities.

***Why Should I Attend This Course?***

Officers who participate in covert operations are not born with the talents needed to perform effectively in undercover situations. These talents are developed from experience, hard work and training. You will learn the techniques and tactics necessary to compliment your present undercover experiences. Many times this is what makes the difference between success or failure and safety or injury.

***Program Overview***

**Covert Operations - Undercover Risk Analysis - Emerging Drug Trends**

**Undercover Training Issues – How Can HHS Help You With UC Ops**

**Grow House Shooting – Case Study**

**Pro-active Approach to Hotel/Motel Drug Centers – Human Trafficking Operations**

**Technical Skills in Undercover Electronics & Electronic Intercept**

***Other Topics to be Announced***

***Instructors***

**Charlie Fuller** – Charlie is a retired Special Agent with the Bureau of Alcohol, Tobacco & Firearms (ATF). He has 27 years of law enforcement experience with expertise in undercover, electronic surveillance and training. He was a Program Manager at the ATF National Academy for six years where he was responsible for the undercover/field operations training. Charlie is the author of *The Art of Undercover: Techniques & Survival*, the complete "how to work undercover" book. He currently presents undercover, electronic surveillance and physical surveillance training programs worldwide.

**Anthony Pollcandriotes** – Tony retired from the Will County Sheriff's Department (Illinois) after 28 ½ years of service. While at the Sheriff's Department, he worked as a patrol officer, undercover narcotics officer, general detective as well as a plainclothes detective. Tony served on two state police task forces which included undercover investigations on a major motorcycle gang and one federal task force. He was a founding member of the Will/Grundy Major Crimes Task Force, dealing primarily in homicide and officer involved shooting investigations. He served as a SWAT Team member as well as a Crisis Negotiator. After retiring, Tony assisted a small Illinois agency, working their undercover narcotics investigations. He specializes in electronic surveillance, lock bypass and surreptitious entry methods. He currently works as an investigative consultant with a Chicago based, international investigative firm. Tony is a U.S. Army veteran.

**Nate Hutchinson** – Lt. Hutchinson is a 21-year veteran of the Weber County Sheriff's Office having worked all aspects of law enforcement including 5 years under cover in narcotics. Lt. Hutchinson is one of the most decorated law enforcement officers in the United States.

On January 4<sup>th</sup>, 2012, Lt. Hutchinson was involved in a thirteen-minute gun battle after his narcotics team was ambushed while serving a knock and announce search warrant on a small marijuana grow house. During the gunfight Lt. Hutchinson

meals \$350<sup>75</sup> Lodging \$600-

was shot five times while rescuing injured officers from the home. Lt. Hutchinson will provide a debrief of the search warrant, a detailed account of the gunfight, lessons learned in the aftermath, as well as the mindset that helped him survive the near fatal gunshot wounds and continue to fight until all of his team had been pulled from the home.

**Elton Malone** - Elton Malone is currently an Assistant Inspector General for Investigations (AIGI) with the US Department of Health and Human Services (HHS), Office of Inspector General (OIG), a role in which he is responsible for supervising the activities of over 600 sworn criminal investigators and other professional staff. Elton also oversees the office's \$150 million budget. Over the past several years, Elton has been instrumental in spearheading a series of international engagements by the Office of Investigations (OI) to address vulnerabilities surrounding HHS overseas operations, including the provision of technical assistance to local officials regarding fraud and abuse, as well as fraud awareness and anti-corruption presentations to HHS international staff and grantees throughout Africa and Asia. He currently co-chairs OI's Operations Oversight Committee and serves as the agency's lead instructor and expert for undercover operations.

**Guy Daniels** - Sgt. Guy Daniels is a twenty-one-year veteran with the Jacksonville Sheriff's Office, with over fifteen years' experience as a narcotics detective. Guy started his narcotics career with street-level tactical units where he participated in several hundred undercover operations over a fifteen-year narcotics career. During this time, he participated in several long-term undercover operations and was asked to join the DEA as a task force officer. Guy has developed and instructed multiple classes related to narcotics and undercover techniques throughout the United States for State and Federal agencies to include; the U.S. Army, Drug Enforcement Administration, Nevada and Florida HITDA, Florida Department of Law Enforcement, Florida Narcotics Officers Association and the Annual Covert Operations Training Conference. Guy served with the 82nd Airborne Division and participated in combat operations in Iraq (Operations(s) Desert Shield and Desert Storm).

**Jim Orr** - Jim is a retired law enforcement detective sergeant with many years of investigative (narcotics & gang) experience. Mr. Orr is a Retained Investigator and Anti-Piracy Trainer for the Recording Industry Association of America, the Entertainment Software Association, brand owners of intellectual properties and a former Retained Investigator and Anti-Piracy Trainer the Motion Picture Association of America. Mr. Orr has trained over 23,000 local, state and federal law enforcement officers, investigators, deputy district attorneys, prosecutors, city attorneys and private investigators in almost every state in the US and Canada. Mr. Orr has conducted and assisted with numerous piracy and trademark counterfeit investigations and is a court recognized expert. Mr. Orr has been conducting counterfeit and piracy investigations for over 19 years.

### ***Registration Information***

Registration fee for the five-day training program is \$495.00 per person. We accept cash, check or Visa/MasterCard. Group discounts are also available. Tuition cost includes the cost of the instruction, handout materials and certificate of completion. All checks or purchase orders must be made payable to The International Association of Undercover Officers (IAUO). For further information, or additional information call Gayland Hammack at 702-379-5769 or Charlie Fuller at 912-242-6000. E-mail: [Charlie@Undercover.org](mailto:Charlie@Undercover.org).

***Attendance is limited. Register early to ensure your participation.***

### ***Training Site and Lodging Information***

The training program will be presented at The Flamingo Hotel, 3555 Las Vegas Blvd South, Las Vegas, NV 89109. The Las Vegas Flamingo has arranged a special rate of \$89 (no additional Resort Fees, but if you desire, you can pay for the Resort Fee (\$39) when you check-in) for this training program. You can book your reservations by going to their website at Flamingo Reservations (<https://book.passkey.com/go/SFIT81>) by clicking on Reservations. You can also call them at 702-733-3111 to make your reservations, however, there is a \$15 charge for booking by telephone. Please use SFIT81" as a booking code. To obtain this special rate, please make your reservations prior to July 22, 2021.

If you know someone who does not want to attend the training but wants to visit Las Vegas, please share with them the information about the special rate we are getting at the Flamingo Hotel.



**STATE OF NEVADA  
DEPARTMENT OF PUBLIC SAFETY  
INVESTIGATION DIVISION  
TRAVEL WORK SHEET**

Name Detective

NEATS I.D.# / Title Detective

Official Station \_\_\_\_\_

Charge to B/A 21-JAG

**Reason for Travel:**  
Investigation  
Training NV. Narc. Assoc. Training , Las Vegas, NV. JULY 2022  
Investigat

Explain:

**Transportation Codes:**  
P - Plane X - Passenger in Car  
PP - Private Plane PT - Public Trans: Subway, City Bus  
PC - Private Car SC - State Car: Motor Pool or Agency Car  
OT - Other\*: Limousine, Taxi, Shuttle, Rental Car, Inter-City Bus, Railroad  
**Miscellaneous Codes:**  
A - ATM Fees\* I - Incidental Expense

Traveler is: \_\_\_\_\_ Task Force Officer  
☒ State Officer or Employee  
 \_\_\_\_\_ Board or Commission Member  
 \_\_\_\_\_ Independent Contractor Whose Contract  
 \_\_\_\_\_ Provides for Travel

Date	Destination and Purpose of Each Trip	Travel Time		Hours in Travel Status	% of M&IE per diem	GSA/CONUS Per diem \$ Amount	Exclusions from M & IE per diem	DPS per diem Net \$ Amt.	Eligible Lodging Expense	Miscellaneous Expenses		Transportation			Total For Day
		Started	Ended							Code	Cost	Code	PC/PP Mileage	Cost	
Day 1	Travel To Las Vegas, NV	1200		12.00	75%	\$61.00		\$45.75	\$120.00			SC			\$165.75
Day 2	Attend NOA			24.00	100%	\$61.00		\$613.00	\$120.00			SC			\$181.00
Day 3	Attend NOA			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 4	Attend NOA			24.00	100%	\$61.00		\$61.00	\$120.00			SC			\$181.00
Day 5	Attend NOA / Return to Elko			24.00	100%	\$61.00		\$61.00				SC			\$61.00
					0%										
					0%										
					0%										
					0%										
<b>Total of this Claim</b>															<b>\$769.75</b>

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Employees' Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

**\*Receipts are required for:**  
 "Other" transportation expenses  
 ATM and bank transactions  
 Hotel & transportation expenses

Traveler is personally liable for repaying advances and Travel Card charges.

**Travel Hours = % of Per Diem**  
 0-7.99 hours of travel=0%  
 8-9.99 hours of travel=25%  
 10-11.99 hours of travel=50%  
 12-13.99 hours of travel=75%  
 14 or more hours of travel =100%

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Elko Police Department requests permission to apply for an Edward Byrne Memorial Justice Assistance Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$36,001.00**  
  
**The City of Elko Police Department applies for this grant each year to provide training, travel, equipment, and confidential funds for the ECNU. TT**
6. Budget Information:  

Appropriation Required:   N/A  
Budget amount available:   N/A  
Fund name:   N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the request from the Elko Police Department to apply for the grant.**
10. Prepared by: **Ty Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



## **Sub-Recipient Application**

### **2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG) CFDA #16.738**



**Nevada Department of Public Safety  
Office of Criminal Justice Administration**

**Application Deadline: September 10, 2021, By 5:00 pm**

## **INTRODUCTION**

The Department of Public Safety (DPS), Office of Criminal Justice Assistance (OCJA) serves as the State Administrative Agency (SAA) for Nevada's Edward Byrne Memorial Justice of Assistance Grant (JAG) funding from the U.S. Department of Justice, Office of Justice Programs.

OCJA's mission is to assist stakeholders with funding to facilitate criminal justice solutions designed to reduce drug and violent crime for safer Nevada communities. With the FY21 JAG funding OCJA intends to provide JAG grant resources to projects with a high probability of improving the performance of the criminal justice system and increase Nevada's capacity to prevent and reduce violent crime, illegal drug sales and distribution, gang activity and human trafficking. Projects funded with the JAG program will enhance the rule of law by strengthening court programs, prosecution, defense, reentry programs, and system improvements for criminal justice with technology across the state. OCJA proposes to use JAG grant funds for those projects that address issues most critical to Nevada's criminal justice system.

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

The statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, and pretrial service or release.

JAG funds awarded under this FY 2021 solicitation may be used to:

- (1) Support multijurisdictional task force programs that integrate Federal, State, and local drug law enforcement agencies and prosecutors for the purpose of enhancing interagency coordination, intelligence, and facilitating multijurisdictional investigations;
- (2) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations and to remove any hazardous substance or pollutant or contaminant associated with the illegal manufacture of amphetamine or methamphetamine;
- (3) Purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- (4) Purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- (5) improving the operational effectiveness of the court process, by expanding prosecutorial, defender and judicial resources, and implementing court delay reduction programs;

**See Instructions for further guidance on OCJA website  
[www.ocj.nv.gov](http://www.ocj.nv.gov)**

**OCJA has the right to refuse or approve any application submitted**

## Edward Byrne Memorial Justice Assistance Grant Program (JAG)

The project period will be January 1, 2022 through December 31, 2022

### Subrecipient Application Cover Page

#### Submittal Instructions

Please Note: This application is intended to be submitted electronically. Original signatures, if required, will be obtained later if an award is made. Attachments listed on the checklist should be scanned and submitted with the application. All application documents should be submitted electronically to [ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us)

The Nevada Department of Public Safety will determine priorities. Approval or disapproval of your submission is solely at the discretion of the Office of Criminal Justice Assistance.

Federal Program Title	Edward Byrne Memorial Justice Assistance Grant Program (JAG)				
Organization Name	Elko Police Department				
Project Title	ELKO POLICE DIGITAL FORENSIC EXTRACTION				
Grant Funds requested	\$ 98,399.00	DUNS #	867647539	Federal Tax ID # (xx-xxxxxxx)	88-6000-190
Agency Authorizing Official	Ty Trouten			Title	POLICE CHIEF
Address	1448 Silver street			City/Zip 9-digit zip required	89801
Phone	(775) 777-7310		Email	ttrouten@elkocitynv.gov	
Project Director	Jason Pepper			Title	Lieutenant
Address	1448 Silver Street			City/Zip 9-digit zip required	Elko, 89801
Phone	775-777-7422		Email	jpepper@elkocitynv.gov	
Financial Officer	Candi Quilci			Title	Admin Services Director
Address	1751 College Avenue			City/Zip 9-digit zip required	Elko, 89801
Phone	775-777-7120		Email	cquilci@elkocitynv.gov	
Other Point of Contact	Shelby Womack		Email	swomack@elkocitynv.gov	
Designated Civil Rights Liaison: typically, The HR Representative:	Susie Shurtz		Email	sshurtz@elkocitynv.gov	
<b>SAM Expiration: 2022/05/03__ ATTACH A COPY OF YOUR AGENCY'S SAM REGISTRATION</b>					
Purpose/Program Area (select one box) <input checked="" type="checkbox"/> Law enforcement projects. <input type="checkbox"/> Prosecution, defense, and court projects. <input type="checkbox"/> Corrections and community corrections projects.			<input type="checkbox"/> Drug treatment and drug courts projects. <input type="checkbox"/> Technology improvement projects. <input type="checkbox"/> Other _____		

Financial Competence		
What type of accounting system is used?	GOVERNMENTAL ERP	
Are revenues and expenditures tracked separately? And how?	YES, SEPARATE ACCOUNTS	
Are there procedures in place to separate duties and approvals?	YES	
Are funds comingled?	NO	
Is staff familiar with the OMB Circular and Federal grant requirements?	YES	
Did the applicant agency receive a direct JAG award from DOJ last year? <input type="checkbox"/> Not Applicable or <input checked="" type="checkbox"/> No (continue to the next field) <input type="checkbox"/> Yes, what was the amount awarded? \$ _____ List previous JAG Subawards received from OCJA. Did the application agency receive a Federal award in FFY 2020 for the same project or same type of project? <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Yes, List the award and amount below		
Previous funding from OCJA		
Year EXAMPLE: (2020)	Award Number (20-JAG-01)	Federal Amount Awarded (\$) (250,000)
2020	20-JAG-08	\$ 23,000.00
2020	19-JAG-29	\$ 29,000.00
2019	19-JAG-05	\$ 32,000.00
2018	18-JAG-06	\$ 9,725.00
2018	18-JAG-05	\$ 30,000.00
2017	17-JAG-09	\$ 33,200.00

## Proposed Project Budget Summary

**Ensure these amounts match the amounts in the Excel Budget Worksheet.**

Category	
Personnel	
Fringe Benefits	
Consultant/Contract	
Travel	\$ 12,687.00
Supplies/Operating	\$ 578.00
Equipment	\$ 43,299.00
Confidential Funds	
Other	\$ 41,835.00
<b>Total Federal Funding Requested (\$)</b>	<b>\$ 98,399.00</b>

## Program Narrative

### Reminders:

- Each section expands as needed to write the program narrative, subject to page limitations.
- Your application should include: WHO – WHAT – WHEN – WHERE – WHY
  - Use local and county data and statistics.
  - Spell out acronyms, at least when first used. Eliminate jargon when possible.
  - Footnote any reference to federal, state or local laws, codes or statutes.
  - The expenses that are necessary for success of the proposed project and in the Budget Worksheet and Budget Narrative should be explained in the Methods of Accomplishment.
  - The Excel Budget Detail Worksheet/Budget Narrative is a separate document

### General Overview, Information about the Organization (Name & Function):

*(2-page limit, 10 points)* Establish who the applicant agency is and what the agency does.

Elko County has a population of approximately 50,000 people and is the fourth largest county in the United States. The City of Elko is approximately 20,000 in population and is the largest city in the county. Elko is sometimes referred to as a, "small town with big city problems." The Elko Police Department predominately services the city, however, in recent years, has become the hub for other agencies throughout the state, specifically in the north east portion of the state, to assist with criminal investigations involving major crimes, crime scene processing and digital forensics analysis. The Elko Police Department currently has 42 sworn officers. Of these 42, 7 are in investigations, 3 are in special assignments (School Resource Officers and Elko Combined Narcotics Unit) and the remaining 32 work in the patrol division. Despite its size, the Elko Police Department also has a flourishing K9 program, with three K9s available to both the city and county, in addition to a Special Response Team and a Bomb Squad. Both the Elko Special Response Team as well as the Elko Bomb Squad regularly respond to calls outside the city limits and to neighboring counties for major incidents.

In 2019, the Elko Police Department answered 29,289 calls for service, which generated over 2500 cases. Although the calls for service in 2020 were down by 2,998 (totaling 26,291), the number of cases generated was up 3%, with 2,602 cases generated. In the last five years, the calls for service averaged 28,026 totaling an average of 2607 cases generated annually. The caseload and specifically the increase in major crimes in the northeast portion of the state has increased the Elko Police Department's participation in joint investigations, specifically when pertaining to digital forensic extractions. The Elko Police Department is the only department in northeast Nevada with a digital forensic extraction workstation. As a result, the Elko Police Department aids in the extraction of digital devices from neighboring counties, such as Lander, Eureka, Humboldt and White Pine in addition to aiding the ECNU and the Nevada Department of Public Safety (both Parole and Probation and Nevada Highway Patrol).

### Problem Statement:

*(2-page limit, 20 points)* What issue will the grant funding solve? Clearly describe the problem that will be solved with the requested funding. Use statistics and reference material to support the statement(s).

The rise in the digital age has created several challenges for law enforcement agencies nationwide. The prevalence of cellular phones amongst young and old has created unique opportunities for both criminal activity and criminal apprehension. Digital devices such as cellular phones, tablets and laptops often contain personal information as well as data about where a person has been, their website browser history, photographs, the applications they use, the contacts they have, financial information and much more, all which can prove critical in a criminal investigation. Each year, digital technology increases, with this, so does the ability to restrict access to digital devices such as cellular phones and tablets. Password protected and data encrypted devices are increasing in technology daily, therefore; the systems used to extract such data must also be advanced. The increase in storage capacity in devices such as external hard drives and

cellular phones has increased the analysis time and turn around for law enforcement, and has the ability to deadlock an investigation if the digital forensic equipment used is outdated.

In 2018, the Elko Police Department forensically downloaded and examined 37 digital devices, in 2019, that number jumped significantly to 77 digital devices. In 2020, that number climbed to 90 digital devices and by July 2021, only six months into the year, the number of digital devices forensically examined by the Elko Police Department had already reached 90.<sup>i</sup> This is a 243% increase in digital forensic extractions from 2018 to 2020, a number that is already surpassed as of July 2021. These numbers coincide with national statistics indicating that the use of digital devices during the commission of criminal activity is on the rise, as well as law enforcement agencies using digital forensics and examination as evidence in such cases. In 2019, the Elko Police Department investigated one homicide and 33 sexual assaults, in 2020, that number climbed drastically to 6 homicides and 60 sexual assault and/or child exploitation cases boasting a 500% increase in the number of homicides and an 81% increase in the number of sexual assaults. In 2020, the Elko Combined Narcotics Unit recovered over 3700 grams of methamphetamine and over 445 grams of heroin.<sup>ii</sup> Interstate 80 bisects the city of Elko running east to west and US 93 runs south to north approximately 50 miles from Elko; this makes the city of Elko a prime location for trafficking illegal narcotics. These cases are highlighted due to the severity of the crime as well as their link to digital forensics for evidentiary purposes. The Elko Police Department has seen a substantial rise in the use of electronic devices, particularly cellular phones, laptops and tablets, to facilitate criminal behavior.

In 2019, in an attempt to keep up with the ever increasing need for digital forensic examinations, the Elko Police Department requested an operating system, both hardware and software, designed for the sole purpose of digital forensic extraction and analysis. Due to cost constraints, the purchase was unable to be completed and instead City of Elko's IT department was tasked with creating a digital forensic system. While the purpose built system created by IT has worked in the interim, it was never designed to be a long-term solution for the increase in digital forensic examinations. The hardware is simply unable to keep pace with the annually updated software. As previously stated, the large increase in digital forensic extractions and examinations completed in recent years has placed significant strain on the current system which, in turn, has severely backlogged extraction time; this has created longer investigation times. On the department's current operating system, digital forensic extractions have taken anywhere from 10 minutes to complete one extraction to over one week to complete a single extraction. Obviously, the significant difference in time can depend on the size of the device as well as the data it contains; however, sometimes the current system is simply unable to complete an extraction, which substantially delays the duration of the investigation.

In 2015, the Police Executive Research Forum (PERF), in partnership with the RAND Corporation, conducted research on the impact of digital forensics in law enforcement operations and concluded that 34 major needs were required in order to improve the capabilities of the criminal justice system with respect to digital evidence. The top four needs were identified as: acquiring digital evidence more effectively, analyzing digital data more effectively, searching and organizing digital data more effectively and reducing the man-hours required to analyze digital data while simultaneously reducing digital forensic backlogs.<sup>iii</sup> In an effort to meet these four needs, the Elko Police Department is seeking to purchase a new digital forensic extraction station to include software updates for at least two years due to continuously evolving digital advancement. In addition to both the hardware and software (annual licensing), the Elko Police Department is seeking to purchase training opportunities for two digital forensic examiners for the next two years. A new digital forensic examination system as well as the train up of two digital forensic examiners will directly affect the city of Elko as well as the county and surrounding agencies.

<sup>i</sup> (2020). (rep.). *City of Elko 2020 Annual Police Report*.

<sup>i</sup> (2020). (rep.). *City of Elko 2020 Annual Police Report*.

<sup>i</sup> Goodison, Sean E., Robert C. Davis, and Brian A. Jackson, *Digital Evidence and the U.S. Criminal Justice System: Identifying Technology and Other Needs to More Effectively Acquire and Utilize Digital Evidence*. Santa Monica, CA: RAND Corporation, 2015. [https://www.rand.org/pubs/research\\_reports/RR890.html](https://www.rand.org/pubs/research_reports/RR890.html).

**Goals, Objectives, Timeline:**

*(2-page limit, 20 points)* Goals are broad general statements of the desired results or anticipated outcome of the program and address the problem identified in the Problem Statement section. Objectives are precise and measureable. How, who, where and when the project will be accomplished. List Timelines for EACH Objective. These items will be reported on the monthly progress report.

**GOALS #1:** To increase the efficiency of the Digital Forensic extraction process to efficiently, thoroughly and rapidly analyze digital evidence to support criminal investigations and effectively prosecute offenders by providing all available evidence through the most current Digital Forensics extraction platform and software and by continuing education of the most advanced extraction techniques currently available in the digital forensics field.

**Objective #1:** The Elko Police Department will purchase updated Digital Forensic extraction equipment with the intent to analyze multiple types of passcode protected and encrypted data from various handheld devices, such as cell phones, laptops, tablets, etc. Currently, the Elko Police Department can acquire data from approximately 65% of devices submitted for forensic examination as evidence. The objective is to increase that standard by 10-20%.

**Objective #2:** The Elko Police Department will have new digital forensic analysis equipment in full operation by April 30, 2022 pending equipment shipping can facilitate this timeline.

**Objective #3:** The Elko Police Department investigations division will identify two primary examiners who will receive training in digital forensic extraction and examination for the following two fiscal years, FY2022 and FY2023. These two analyst will be responsible for the majority of digital extractions completed during investigations. The Elko Police Department investigations division will also identify a tertiary examiner and send them to both Cellebrite and Magnet AXIOM certification courses.

**Objective #4:** To have 100% of the tuition and travel fees associated with reoccurring training for the two appointed analysts covered for the next two years, FY2022 and FY2023.

**Methods of Accomplishment:**

*(2-page limit, 10 points)* State the plan on HOW the agency will complete the proposed goals and objectives. Who will perform the grant-funded activities described?

In order to meet the purposed goal and subsequent objectives, the Elko Police Department has devoted considerable time to researching digital forensic platforms and software, which are industry leading in efficiency and reliability. The Elko Police Department has developed a complete purchase package for the digital forensic extraction platform requested, to include additional costs of software and updates for the following two years and analyst training for the following two years.

The extraction platform requested is from Silicon Forensics and is specifically designed to support digital extraction software. The requested extraction platform is a 768GB memory, 2933MHz, 6-channel system. This is substantially larger and faster than the Elko Police Department's current extraction platform, a Lenovo Think Station that only contains 64GB memory, 2.9GHz and 4 channels. The monumental increase in memory and channels will help facilitate more efficient digital data detection and storage for criminal investigations. This platform retails for \$43,299.00. This is an approximate average cost among digital extraction platforms; however, it would prove a beneficial system for an agency the size of Elko Police Department. This system also incorporates a "Write Blocker" which does not allow any item to be modified, therefor maintaining evidentiary integrity of the extraction. Write Blockers can cost upwards of \$20,000 when added as an aftermarket component to extraction platforms; this system already includes one.

The software to be purchased is from Cellebrite and Magnet AXIOM. Cellebrite is the premiere digital forensics extraction software and is the industry's leading software program. Cellebrite collaborates with both public and private organizations to transform how digital evidence is collected and managed in investigations to protect and save lives, accelerate justice and ensure data privacy. Magnet AXIOM is also a top tier company in digital data extraction. Magnet AXIOM can recover digital evidence from most sources and use powerful and intuitive analytics tools to easily analyze data in one case file. Both Cellebrite and Magnet AXIOM offer similar services, however, used in tandem, they offer the most effect way to extract digital evidence and ensure nothing is missed or overlooked. As of summer 2021, the Elko Police Department's Cellebrite annual license renewal totaled \$4300.00. The Elko Police Department's annual license renewal for Magnet AXIOM totaled \$3,840.00. In addition to the license renewal, the forensic examiners must renew their certifications for Cellebrite every two years; this is approximately \$289 per person. As of now the Elko Police Department currently has two examiners with certifications, this totals \$578 every two years for renewals. The initial certification cost for an examiner for both Cellebrite and Magnet AXIOM is approximately \$10,000. This include the cost of travel and per diem.

In order to facilitate faster digital extraction for increasing case loads, two examiners will be idnetified as primary and will receive the additional training for the following two years, FY2022-2023. Training will be conducted through substantiated organizations to include, but not limited to, the National Computer Forensics Institute (NCFI), H-11 Digital Forensics and Cellebrite, to name a few.

**Project Evaluation:**

*(1-page limit, 10 points)* How will you evaluate the project's success toward goals and objectives. Identify accomplishments and/or challenges.

The Elko Police Department's Detective Sergeant and Detective Corporal compile monthly statistics involving the number of cases assigned, the number of warrants written and training attended among other statistics. Another statistic compiled monthly is the number of forensic extractions completed. Using these monthly statistics, the Detective Sergeant will compare extraction times as well as completion and success rates and determine if adjustments need to be made to reach the projected 10-20% increase.

**Sustainment of the Project:**

*(1-page limit, 5 points)* If necessary, to continue this proposed project, how will this be accomplished without federal funding; include maintenance costs, methods, and timeline.

Once the initial purchase of the extraction platform is complete, the additional costs come from mainting current software, as well as ensuring that examiners contiue with training and certifications. In an effort to continue building the digital forensics program at the Elko Police Department, a tertiary examiner will be identified and will work with the two primary examiners to assist in the event the that one or both of the examiners are unable to complete an extraction due to time off, case load, etc. The cost of the initial certifications (Magnet AXIOM and Cellebrite) will be grant funded, however, subsquent training and recertification of the tertiary examiner will be funded by the Elko Police Department. The tertiary examiner will work closey with the two primary examiners to understand both the software and extraction platform and perform any extraction tasks with or without supervision. A tertiary examiner will provide redundancy in the digital forensic program at the Elko Police Department and help grow the program in years to come. This also creates an opportunity for the tertiary examiner to become one of the two primary examiners in the future should a primary be reassigned or retire, thus avoiding any void in the program.

In addition to a tertiary examiner, the continuence of financial support directed towards training for the next two fiscal years will enable the Elko Police Department's examiners to not only remain current on their certifications through both Cellebrite and Magnet AXIOM, but also, allow for additional training in areas such as Basic Computer Evidence Recovery Training (BCERT). BCERT dives deeper into the world of computer hardware, device imaging solutions, forensic analysis tools, legal issues and report generation for law enforcement officers performing as cyber incident responders and digital evidence examiners. Incoporating additional training such as BCERT facilitates program growth within the Elko Police Department and casts a wider net in our digital forensics capabilities.

**Timeline:**

JANUARY 2022-December 2023- Two examiners attend additional training as needed to maintain and/or gain new certifications and knowledge in digital forensics- 100% Grant Funded  
JANUARY 2022-December 2023- Send tertiary examiner to Cellebrite and Magnet AXIOM initial certification courses- 100% Grant Funded  
JANUARY 2022- Purchase Silicon Forensics Extraction Platform- 100% Grant Funded  
APRIL 2022 Complete set-up of new operating system and necessary software (Cellebrite/ Magnet AXIOM), begin implementation-100% Grant Funded  
July 2022- Renew annual license for Cellebrite and Magnet AXIOM – 100% Grant Funded  
July 2023- Renew certifications (Cellebrite and Magnet AXIOM) for two examiners- 100% Grant Funded

**Statement of Coordination:**

*(1-page limit, 5 points)* List partnerships, coordination, resources that will support the applicant agency in the activities and/or completion of this project. How are tasks distributed among partners?

Although there is no official Memorandum of Understanding (MOU), the Elko Police Department continuously operates in conjunction with the Elko County Sheriff's Office during criminal investigations and is often asked to aid surrounding counties with their criminal investigations, depending on the nature of the investigation. These counties include, but are not limited to, Eureka, Humboldt, Lander, White Pine and Lincoln counties. In addition to surrounding counties, the Elko Police Department also completes digital extractions for the Nevada Department of Safety (Nevada Highway Patrol and Parole and Probation) as well as the Elko Combined Narcotics Unit when requested to do so.

**Evidence Based Principals:**

*(1-page limit, 10 EXTRA points)* Explain the similarity of the proposed project with program(s) previously approved on the website: <https://www.crimesolutions.gov/> See "Subgrant Instructions" for additional guidance.

N/A

**Abstract (Brief description of the project):**

*(One paragraph limit, 5 points)* This is a brief summary of your proposed project that should state your agency, amount of the funding request, and how funding will be used (i.e. overtime, equipment) and what to be accomplished.

To accommodate the significant increase in digital forensic extractions experienced by the Elko Police Department in the last three years, and counting, the Elko Police Department is requesting grant funding to purchase a SiForce Lightning NX digital forensic extraction platform. In addition to the digital extraction platform, the Elko Police Department is requesting funding to purchase subsequent digital forensic software (Magnet AXIOM and Cellebrite) as well as training and recertification fees for two examiners for the next two years. The Elko Police Department also requests grant funding to certify a tertiary examiner, after which, their training and recertifications will be funded by the Elko Police Department. The Elko Police Department is requesting \$100,000 to complete these purchases of both hardware and software, as well as training for two examiners for the next two years (January 2022-December 2023).

**Disclosure of current federal funds and Technology Statement:**

*(No page limit, No points)* OJP requires applicant agencies to disclose information about other applications or other sources of federal funding supporting the same project. Provide confirmation that the applicant's Technology Director reviewed the request. See Instructions for additional guidance.

N/A

Excel Budget Detail Worksheet/Budget Narrative  
(no page limit, 15 points) This is a separate Excel Document.

**NOTICE: All applications are subject to public review.** When sensitive procedural information is necessary in the application two options are available: 1. OCJA will accept a final redacted copy without the sensitive information. 2. The applicant agency may make note of the sensitivity in the application and request a verbal decision regarding the sensitive information.

### **Technology Statement**

If your application has a technology component and/or purchase you must include in the application a signed statement from the Information Technology Director, approving the project.

#### **Example Sample Language:**

The Information Technology Director, Jane Doe, certifies with her signature that the technology requested is necessary, feasible, and compatible with the agency's software and hardware systems and that the Technology Director supports the purchase and/or program.

### **Fiscal Responsibilities**

Federal mandates require all sub-recipients of federal funding to establish and maintain accounting systems and financial records that accurately account for awarded funds. Accounting systems for all awards **must** ensure the following:

- Federal and program funds are **NOT** commingled with funds from other federal grant sources.
- The accounting system presents and classifies historical cost of the grant/program as required for budgetary and auditing purposes.
- Funds specifically budgeted and/or received for one project cannot be used to support another.

**Prohibition of supplanting** – Funds may not be used to supplant state or local funds which have been appropriated for the same purpose in your general budget but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

### **Reimbursement Notice**

OCJA grants and programs are **reimbursement funded only**. Sub-recipient agencies must pay for approved grant expenses from their budget and submit a Financial Claim to OCJA for reimbursement. OCJA staff reviews the Financial Claim and corresponding backup documentation for eligible expenses within the scope of the grant and once approved will process the claim for reimbursement.

### **Reporting Requirements, OCJA requires the following:**

1. Financial Claim requesting reimbursement of expenditures **only** when there is financial activity during the month.
2. Written **Monthly** Progress Report (narrative) describing the project's progress in meeting its goals and objectives as well as challenges if any will be submitted to OCJA. **Due by the 25<sup>th</sup> of the following month.**
3. Quarterly on-line Performance Measurement Tools (PMT) report on the Bureau of Justice portal. **Due by the 20<sup>th</sup> calendar day following the end of each quarter.**

4. Delinquent Progress Reports may delay the reimbursement of financial claims and the continuation of the award.

#### **Permissible Uses of Funds**

- Project personnel salaries and benefits, including overtime pay.
- Equipment, contractual support, and training necessary for implementation of the program.
- Supplies and operating expenses directly related to project operation.
- Building rental.
- Travel for grant-funded activity and project personnel training.
- Audits.
- Professional services such as Consultant Costs must fall within the federally approved policy and not exceed \$650.00 per day or \$81.25 per hour.
- Information systems for criminal justice
- **Equipment** items costing **under \$4,999 EACH** are to be included in the **Supplies/Operating Expenses** category.
- **Equipment items with an acquisition cost of \$5,000 per item or more are listed as Equipment**
- All subrecipients (including any for-profit organization) must forgo any profit or management fee.

#### **Unallowable Expenses**

<ul style="list-style-type: none"><li>● Any expenditure not related to the funded project.</li><li>● Badges and personal items necessary for any job-related duties, i.e, side arms, identification badges, etc.</li><li>● Bar charges/alcoholic beverages.</li><li>● Bonuses, commissions, gifts and incentives.</li><li>● Bomb pay.</li><li>● Business cards.</li><li>● Car wash</li><li>● Construction</li><li>● Conference rooms.</li><li>● Costs incurred before the project start date or after the expiration of the project period.</li><li>● Entertainment.</li><li>● Food and beverages.</li><li>● Expense of organized fund-raising.</li><li>● Fines and penalties.</li><li>● Home office workspace and related utilities.</li><li>● Indirect costs unless there is proof of certification by the lead consignant agency</li></ul>	<ul style="list-style-type: none"><li>● Land/building acquisitions.</li><li>● Late charges.</li><li>● Lobbying, political contributions, and legislative liaison activities.</li><li>● Membership Dues and Professional Fees.</li><li>● Newspaper subscriptions.</li><li>● Promotional items.</li><li>● Professional License fee required as a condition of the job.</li><li>● Rental cars – unless previously justified and preapproved by OCJA.</li><li>● State and local sales taxes.</li><li>● Tips on per diem.</li><li>● Honoraria.</li><li>● Corporate Formation.</li><li>● Compensation for Federal Employees.</li><li>● Passport charges.</li><li>● UAV- Drones</li></ul>
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## **OVERVIEW of CERTIFICATIONS and ASSURANCES**

### **STANDARD PROVISIONS**

1. **ADMINISTRATOR'S APPROVAL:** This subaward is invalid until approved by the Administrator of the Office of Criminal Justice Assistance or his/her designee.
2. **AVAILABILITY OF FUNDS:** Financial obligations of the State are contingent upon federal appropriations allotted to the state administering agency which are appropriately budgeted and otherwise made available.
3. **FEDERAL FUNDING:** This subaward is subject to and contingent upon the continuing availability of federal funds.

## **GRANT REQUIREMENTS**

### **1. FINANCIAL & ADMINISTRATIVE MANAGEMENT:**

- a. The Sub-recipient guarantees it will maintain adequate accounting principles such as fund accounting, auditing, monitoring, evaluation procedures and the records necessary to ensure sufficient internal fiscal controls, proper financial management, and efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred, whether charged on a direct or indirect basis.
- b. All expenditures must be supported by appropriate source documentation. OCJA will reimburse only actual, approved, and allowable expenditures.
- c. The Sub-recipient assures that it will comply with the provisions of the current applicable OCJA Project Director's Manual. However, such a guide cannot cover every foreseeable contingency; the Sub-recipient is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.

### **2. PAYMENT & REPORTING**

- a. OCJA will **reimburse** the Sub-recipient the reasonable and allowable costs of performance, in accordance with current OCJA Office Policies and Nevada State Fiscal Rules, not to exceed the amount specified as the Total Award Amount.
- b. The Sub-recipient assures that it shall maintain data and information to provide accurate program and financial reports to OCJA. Said reports shall be provided in such form, at such times, and containing such data and information as OCJA reasonably requires for proper administration of the program.
- c. OCJA reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives.
- d. OCJA will withhold payment in the event the Sub-recipient fails to comply with conditions and certifications contained in this grant award.

***The following assurances are included in the application and must be signed by the authorized official/s.***

<ul style="list-style-type: none"> <li>• <i>Federal Certified Assurances</i></li> <li>• <i>Civil Rights Requirements</i></li> <li>• <i>Equal Employment Opportunity Plan</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Standard Assurances</i></li> <li>• <i>Standard Certifications, Lobbying and Debarment and Drug Free Workplace</i></li> </ul>
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## **FEDERAL CERTIFIED ASSURANCES**

## 1. FEDERAL PUBLIC POLICY ASSURANCES.

- a. The Sub-recipient hereby agrees that it, and all of its contractors, will comply with the applicable provisions of:
  - i. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - ii. The Juvenile Justice and Delinquency Prevention Act and/or the Victims of Crime Act, as appropriate;
  - iii. All other applicable Federal laws, orders, circulars, regulations or guidelines.
- b. The Sub-recipient agency hereby agrees that it will comply, and all of its contractors will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
  - i. Part 18, Administrative Review Procedure;
  - ii. Part 22, Confidentiality of Identifiable Research and Statistical Information;
  - iii. Part 23, Criminal Intelligence Systems Operating Policies;
  - iv. Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
  - v. Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
  - vi. Part, 38, Equal Treatment for Faith Based Organizations;
  - vii. Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
  - viii. Part 61 Procedures of Implementing the National Environmental Policy Act;
  - ix. Part 63 Floodplain Management and Wetland Protection Procedures; and,
  - x. Federal Laws or regulations applicable to Federal Assistance Programs.
- c. Sub-recipient agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- d. Sub-recipient agrees to comply with all confidentiality requirements of 42 U. S. C. section 3789g and C. F. R. Part 22 that are applicable to collection, use, and revelation of data or information. Sub-recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.

## 2. FINANCIAL & ADMINISTRATIVE MANAGEMENT

- a. Sub-recipient assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:
  - i. For state, local or Indian tribal government entities;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - ii. For non-profit organizations;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iii. For colleges and universities;
    1. 2 CFR Part 200 Subparts A through F and all appendices.
  - iv. For each agency spending more than \$500,000 per year in federal funds from all sources;
    1. 2 CFR Part 200 Subparts A through F and all appendices
- b. Special Provisions and Certified Assurances

## 3. NON-SUPPLANTING OF FUNDS

- a. The Sub-recipient certifies that any required matching funds used to pay the non-federal portion of the cost of this subaward are in addition to funds that would have otherwise been made available for the purposes of this project.
- b. The Sub-recipient certifies that federal funds made available under this grant:
  - i. Will not be used to supplant state or local funds;

- ii. Where there is a reduced or unchanged local investment, then the Sub-recipient shall give a written explanation demonstrating that the Sub-recipient's reduced or unchanged commitment was necessary even without the availability of the federal financial support under this federal grant program.

For more information, visit the Office of Justice Programs, Office for Civil Rights website at:  
<http://www.ojp.usdoj.gov/about/offices/ocr.htm>.

## **Civil Rights Requirements**

Upon a Grant Award, signature verifying completion of the civil rights training will be required. Typically, this the Human Resource (HR) representative. The following civil rights requirements apply to all units of local governments, state agencies, for profit and non-profit organizations accepting federal grant funds. Compliance requirements apply to the entire jurisdiction/organization, and not just to the funded activities. In an effort to assist with compliance, OCJA provides a list of the requirements along with their individual references below.

1. Training programs on civil rights compliance.  
<http://www.ojp.usdoj.gov/about/ocr/assistance.htm>.
2. Victims of Crime Act  
<http://www.da.state.nm.us/Victims%20of%20Crime%20Act.pdf>
3. Title VI of the Civil Rights Act of 1964  
<https://www.epa.gov/ocr/facts-title-vi-civil-rights-act-1964>
4. Section 503 of the Rehabilitation Act of 1973  
<https://www.dol.gov/ofccp/regs/compliance/section503.htm>
5. Title II of the Americans with Disabilities Act of 1990
  - a. The Americans with Disabilities Act – [www.ada.gov/pubs/ada.htm](http://www.ada.gov/pubs/ada.htm)
  - b. Title II Highlights – [www.ada.gov/t2hlt95.htm](http://www.ada.gov/t2hlt95.htm)
  - c. Title II Technical Assistance Manual – [www.ada.gov/taman2.html](http://www.ada.gov/taman2.html)
  - d. Commonly Asked Questions ADA and Law Enforcement – [www.ada.gov/q&a\\_law.htm](http://www.ada.gov/q&a_law.htm)
  - e. Commonly Asked Questions ADA and Hiring Police Officers - [www.ada.gov/copsq7a.htm](http://www.ada.gov/copsq7a.htm)
  - f. Self Evaluation and Transition Plan Worksheets – <http://adaptenv.org/index.php?option=Resource&articleid=185&topicid=25>
6. Title IX of the Education Amendments of 1972  
<https://www.dol.gov/oasam/regs/statutes/titleix.htm>
7. Age Discrimination Act of 1975  
[https://www.dol.gov/oasam/regs/statutes/age\\_act.htm](https://www.dol.gov/oasam/regs/statutes/age_act.htm)
8. USDOJ Non-Discrimination Regulations (28 CFR 42, Subparts C, D, E and G)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr42\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr42_00.html)
9. USDO Regulations on Disability Discrimination (28 CFR Part 35)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_00/28cfr35\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/28cfr35_00.html)

## **STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including 2 CFR 200, Executive Order 12372 (intergovernmental review of federal programs); and 28 CFR parts 66 to 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations such as 28 CFR parts 18,22,23,30,35,38,42,61, and 63, and the award term in 2CFR 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation act of 1974 (16 U.S.C. §469 a-1 et seq.) and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); The Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681. 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Executive Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity –
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - i. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

## CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, AND DRUG FREE WORKPLACE REQUIREMENTS

*U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller*

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and suspension (Non-Procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities,” in accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT).**

As required by Executive Order 12549, Debarment and Suspension, and implemented 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67 Section 67.510.

- 1. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 2. Where the applicant is unable to certify to any of the statements in this certification, h/she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620;

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about;
  1. The dangers of drug abuse in the workplace.
  2. The grantee's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted -
  - o Taking appropriate personnel action against such an employee, up to and including termination.
  - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

OCJA Administrative Manual can be viewed or downloaded: <https://ocj.nv.gov/> Contact OCJA at (775) 687-1500 if you have questions.

**Certification by Agency Authorized Official (AAO);** The sheriff, police chief, division chief, AAO, or other official ultimately responsible for this project/program must sign this document in **BLUE** ink.


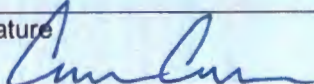
As the authorized official for the applying agency, I have read and understand the grant guidance provided with this application, to include specific guidelines, conditions, and other materials provided with this application or solicitation.

- Federal Certified Assurances
- Civil Rights Requirements
- Acknowledgement of Grant Standard Assurances
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free workplace requirements.

In submitting this application, the applicant certifies that the proposed project described in this application meets all requirements of the legislation governing the grant as indicated in the attached Certifications; that all the information contained in the application is correct; that this agency agrees to comply with all provisions of the applicable grant program, including the reporting requirements. I understand and agree that any award received as a result of this

application is subject to the conditions set forth in the Statement of Grant Award, and the current applicable OCJA Administrative Manual.

To eliminate the possibility of supplanting, my signature also confirms the items requested within this application are not included in the agency's current budget.

Authorized Officials	
Agency Authorized Officials Name (type/print) TY TROUTEN	Phone: (775) 777-7310
Title: POLICE CHIEF	Email: ttrouten@elkocitynv.gov
Signature 	Date Submitted 08/30/21
Governmental Official Name (type/print) CURTIS CALDER	Phone: (775) 777-7111
Title: CITY MANAGER	Email: ccalder@elkocitynv.gov
Signature 	Date Submitted 8/31/2021

### APPLICATION CHECKLIST

Please be sure that the following documents are completed, signed and electronically returned to [ocja@dps.state.nv.us](mailto:ocja@dps.state.nv.us) with your grant application, including this checklist.

#### Documents/Attachments due with the application:

- ☒ Cover Page - (Please sign in blue ink for signatures)
- ☒ SAM Registration expiration date 2021-05-03
- ☒ Program Narrative
- ☐ Disclosure of other federal funding sources and, when applicable, technology statement
- ☐ Inter-Agency Agreement or Memorandum of Understanding (MOU) for current year, if applicable
- ☒ Excel Budget Detail Worksheet Form **with** itemization, justification of costs and narratives
- ☒ Appendices – when applicable
- ☐ Waiver of Pass Through (for non-profits, if applicable)

The Waiver of Pass-Through Percentage form must be signed off by the law enforcement executive of the stated jurisdiction. In submitting a formal request to the law enforcement jurisdiction, applicant agencies should demonstrate in the request how the agency's services will directly benefit the community/locality. The signed waiver form must be returned to the requesting agency and be included in their Justice Assistance Grant (JAG) application.

**NOTE:** All awards are subject to audits during the performance period and within three years after the end of the performance period.

**Office of Criminal Justice Assistance  
1535 Old Hot Springs Rd #10  
Carson City NV 89706**

**ocja@dps.state.nv.us OCJA e-mail ~ www.ocj.nv.gov OCJA Website**

**Main Telephone # (775) 687-1500**

Victoria Hauan, Administrator	(775) 687-1501	<u>vehauan@dps.state.nv.us</u>
Becky Gray, Grants & Projects Analyst 1033 State Coordinator, 1122 Coordinator	(775) 687-1504	<u>rebecca.gray@dps.state.nv.us</u>
Rebecca Barnett, Grants & Projects Analyst	(775) 687-1505	<u>rbarnett@dps.state.nv.us</u>
Monica Shea, Grants & Projects Analyst	(775) 687-1508	<u>mshea@dps.state.nv.us</u>

## WAVIER of PASS-THROUGH PERCENTAGE

(Required for Non-Profits)

### Edward Byrne Justice Assistance Grant Program

Name of City or County: \_\_\_\_\_

As Police Chief or Sheriff of the jurisdiction listed above and a local recipient who is eligible to receive funds from the Byrne Justice Assistance Grant Program (JAG) through the Nevada Department of Public Safety, Office of Criminal Justice Assistance (OCJA), I acknowledge that these funds to be provided to \_\_\_\_\_ (Agency requesting funding) will directly benefit this locality.

I voluntarily waive the percentage of pass-through funds for the Edward Byrne Justice Grant (JAG) to allow needed monies to support \_\_\_\_\_ (Agency requesting funding) in providing \_\_\_\_\_ (List services that will be provided. You may use bullets if needed).

OFFICIAL REPRESENTATIVE <i>Type Name:</i>	
Title:	Date:
OFFICIAL REPRESENTATIVE <i>Signature:</i>	

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<sup>i</sup> (2020). (rep.). *City of Elko 2020 Annual Police Report*.

<sup>ii</sup> (2020). (rep.). *City of Elko 2020 Annual Police Report*.

<sup>iii</sup> Goodison, Sean E., Robert C. Davis, and Brian A. Jackson, *Digital Evidence and the U.S. Criminal Justice System: Identifying Technology and Other Needs to More Effectively Acquire and Utilize Digital Evidence*. Santa Monica, CA: RAND Corporation, 2015. [https://www.rand.org/pubs/research\\_reports/RR890.html](https://www.rand.org/pubs/research_reports/RR890.html).

## BUDGET SUMMARY

Name of Applicant - Title of Project

	<u>Budget Category</u>	<u>Amount</u>
A.	Personnel and Fringe	\$0
B.	Consultants/Contracts	\$0
C.	Travel	\$12,687
D.	Supplies/Operating/Conference & Training Registrations	\$578
E.	Equipment	\$43,299
F.	Confidential Funds	\$0
G.	Other	\$41,835
	<b>Total Project Costs:</b>	<b>\$98,399</b>
	<b>Federal Request:</b>	<b>\$98,399</b>

NOTES: 1. After completing the budget pages below, the totals for each category will autopopulate the spaces above.

## Budget Request and Justification

May delete category(ies) not applicable to the requested project. The justification fields at the bottom of each category automatically expand to accommodate the narrative.

### A. Personnel

Detail salaries and wage expenditures or Overtime hours required for program activities to be paid for by this request for funding. Compensation paid for employees engaged in program activities must be consistent with that paid for similar work within the applicant organization. (Work Hours Per Year = 2,080)

Position Title	Annual Salary/Hourly Rate/or OT Rate	% of time working on the grant	# of Hours	Is position a New Hire (Y/N)	Total Federal \$ Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Project Hours: 0.00

Personnel Sub-total = \$0.00

### Payroll Taxes & Fringe Benefits:

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time or hours devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

	Annual Cost	Hourly Rate	Rate Applied	\$ Requested
		(annual cost/2080 work hours per year)	Project Hours x Hourly Rate	
Employer's FICA	0.00	0	0.0000	\$0.00
Retirement	0.00	0	0.0000	\$0.00
Health Insurance	0.00	0	0.0000	\$0.00
Workman's Compensation	0.00	0	0.0000	\$0.00
Unemployment Compensation	0.00	0	0.0000	\$0.00

Fringe Sub-total = \$0.00

Total Personnel = \$0.00

Personnel Justification:

<b>B Consultants/ Contract Services</b>		List consultant/contract personnel in priority order. Include consultant travel and expenses in this section. Follow federal/state GSA travel policy and per diem rates. \$650 per day or \$81.25 per hour.				
<b>Consultants:</b>		<b>Computation</b>				
Name of Consultant	Service Provided	Cost per unit	(define unit)	# Units	Cost	
					\$ -	
					\$ -	
					\$ -	
<b>Computation</b>						
Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	Amount Requested
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.575		\$0.00
<b>Consultant Sub-total:</b>					\$0.00	
<b>Contracts:</b> Provide a description of the product or service to be procured by contract and an estimate of the cost.						
Item /Description/Vendor	Rate	Qty/hours	Sole Source Contract ?	Amount Requested		
				\$ -		
				\$0.00		
				\$0.00		
<b>Consultant Sub-total:</b>					\$	-
<b>Total Consultants/Contracts =</b>						<b>\$0.00</b>
<b>Consultant/Contract Services Justification:</b>						

## C. Travel

Itemize travel expenses of project personnel by purpose ( e.g. staff to training, advisory group meeting, etc.) Provide the location and purpose of travel. Show the basis of computation. Per diem (meals), lodging and mileage are included in travel. Per mile cost and per diem rates should not exceed the current state rates. Current state rates are: automobile for business use: mileage 0.56 cents/mile or automobile for personal use: 0.2875 cents/mile, per diem is set at the federal GSA rates. Go to <http://www.gsa.gov> for current rates in each city/county. Registration fees/ conference/ training costs belong under the Operating category. **Requesting more than 1 trip? copy this category for each trip.**

In-State Travel		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
			Airfare (roundtrip)			\$0.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
					<b>In-State Travel =</b>	\$0.00
<b>In-State Travel Justification:</b>						
Out of State Travel:		Computation				Amount Requested
Who is traveling and Purpose of Travel	Location	# Individuals	Item	Cost	# Nights/Days or mileage	
Primary Examiners (2)	TBD	2.00	Airfare (roundtrip)	UNK		\$10,000.00
			Hotel (per night)			\$0.00
			Per Diem per day			\$0.00
			Round Trip Ground transportation			\$0.00
			Personal Vehicle Mileage R/T	\$0.560		\$0.00
		0	0	0	\$ -	\$0.00
Tertiary Examiner for Cellebrite initial certification	Tooele, UT	1.00	Airfare (roundtrip)	N/A		
			Hotel (per night)	\$128.00		\$550.00
			Per Diem per day	\$51.00		\$255.00



				\$0.00	\$0.00
				\$0.00	\$0.00

**Supplies Sub-total = \$0.00**

**Operating**

Item /Description	Quantity (Per month per person)	Define Unit of measure	Cost per unit	Total for year	Cost
Magnet AXIOM Annual Certification Renewal x2		1	289.00	289.00	\$289.00
Cellebrite Annual Certification Renewal x2		1	289.00	289.00	\$289.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

**Operating Sub-total = \$578.00**

**Supplies/Operating TOTAL: \$578.00**

**Supplies/Operating Justification: Magnet AXIOM and Cellebrite annual renewal fees are for the two examiners already certified in both to maintain their certifications.**

**E Equipment**

Equipment items with an acquisition cost of over \$5,000 per item are listed here. Like items or related components must be considered as a group and may not be separated to avoid compliance with these standards. Provide a list of each item including number, manufacturer, location and price. Awarded law enforcement agencies will be required to check with the OCJA 1033/1122 Programs for equipment purchases, but need not receive an estimate for purposes of this application.

Item /Description	Qty	Item/each	Unit cost	Cost
SiForce Lightening NX Digital Forensic Extraction Platform	1	ea	43299	\$43,299.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Equipment Total = \$43,299.00

Equipment Justification: SiForce Lightening Digital is the proposed Digital Forensic Extraction platform to be purchased for the Elko Police

**F Confidential Funds**

Confidential funds will be considered for law enforcement agencies. For continuation grants, the balance of the previous years' grant will be considered.

Item /Description	Rate per month	Total for Year	Estimate portion to be used from forfeiture funds	Amount Requested
		0		\$0.00
		0		\$0.00
		0		\$0.00
		0		\$0.00
		0		\$0.00

Confidential Funds Total = \$0.00

Confidential Funds Justification:



## SHOPPING CART



### SiForce Lightning NX (Designed for Nuix)

**CPU:** Dual Intel Xeon Gold 6230 (40 Cores total)

**Memory:** 768GB 2933MHz DDR4 ECC (6 Channel)

**OS Drive:** 7TB SSD

**Temp Drive:** 40TB PCIe NVMe SSD

**Case Directory:** 32TB (8TB Enterprise NVMe SSD x 4)

**Source Data:** 30TB (3.84TB Enterprise SSD x 8)

**Write Blocker:** Tableau Write Protected Bridge(SATA/IDE/SAS/USB3.0/FW800/PCIe)

**GPU Card:** GeForce RTX 3080 10GB

**LCD Monitors:** None

**Operating System:** Windows 10 Pro X64

**Warranty:** 5 Years SiShield Parts & Labor

PRICE: **\$43,299.00**

Qty

QTY: 1

SUBTOTAL: **\$43,299.00**



UPDATE SHOPPING CART

CLEAR SHOPPING CART

[CONTINUE SHOPPING](#)

### ESTIMATE SHIPPING AND TAX

Enter your destination to get a shipping estimate.

#### COUNTRY

United States



#### STATE/PROVINCE

Please select a region, state or province.



#### ZIP/POSTAL CODE

#### FEDEX

This shipping method is not available. Please specify the zip code.

### APPLY DISCOUNT CODE

Enter discount code

APPLY DISCOUNT

SUBTOTAL

**\$43,299.00**

SHIPPING (FEDEX)

**\$0.00**

ORDER TOTAL

**\$43,299.00**

PROCEED TO CHECKOUT

[Check Out with Multiple Addresses](#)

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[BACK TO TOP](#)



## Cellebrite Certified Operator + Cellebrite Certified Physical Analyst

**Date:** 13 - 17 Sep 2021 **Days:** Mon-Fri **Hours:** 9:00 AM - 5:00 PM

**Course type:** Instructor Led 

**Region:** North America

**Location:** Carthage, NC, United States

**Capacity:** Open

**Enroll by:** 13 Sep 2021

The Cellebrite Certified Mobile Examiners Course is designed for the intermediate and advanced investigator / digital forensics professional. The Cellebrite Certified Physical Analyst (CCPA) Courses providing the participant with an intense exposure to Cellebrite UFED Touch, Cellebrite's Tools and methodology. During the course, written exams and practical skill assessments will be administered to earn the Cellebrite Certified Physical Analyst (CCPA) certification credentials. Successful class completion results in a certificate of completion for the Cellebrite Certified Mobile Examiner (CCME) certification examination. Students considering the CCME Certification are recommended to enroll in the Cellebrite Certified Mobile Examiner (CCME) course and the Cellebrite Certified Physical Analyst (CCPA) course.

### Cellebrite Certified Operator

Upon successful completion of this class, the student will be able to:

- Install and configure UFED Touch, UFED Touch 2 or UFED 4PC and Physical Analyzer software.
- Exhibit how to open extractions using Physical Analyzer.
- Summarize how to conduct basic searches using Cellebrite Physical Analyzer.
- Outline how to create reports using Cellebrite Physical Analyzer.
- Demonstrate proficiency of the above learning objectives by passing a knowledge test and practical skills assessment.
- Explain the best practices for the on-scene identification, collection, packaging, transporting, examination and storage of evidence.
- Display best practice when conducting cell phone extractions.
- Identify functions used within UFED Touch, UFED Touch 2 or UFED 4PC to perform supported data extractions.

### Cellebrite Certified Physical Analyst

Upon successful completion of this class, the student will be able to:

- Conduct advanced mobile device forensic analysis using the UFED Physical Analyzer software.
- Recall techniques used for authentication and validation of data parsed and collected as evidence.

## Analyst

Displayed price does not include applicable sales or other taxes.

Please have your credit card information available before clicking the 'Pay now with credit card' button.

To pay using a Purchase Orders, Checks, Credit Cards, etc., please select 'Contact Sales'.

To request additional course information (not displayed below), you can email [training@cellebrite.com](mailto:training@cellebrite.com)

Course price:  
3850 USD

**PAY NOW WITH  
CREDIT CARD**

**ENROLL VIA  
SALES TEAM**

ensic examiner. This 5-day course combines the curriculum from the Cellebrite Certified Operator (CCO) and the Physical Analyzer Software and all of the core competencies associated with the examination of mobile devices using . After successfully passing these exams, students earn the Cellebrite Certified Operator (CCO) and the Cellebrite and demonstration of mastery of these concepts is one of the prerequisites for students desiring to take the quired to complete the Cellebrite Mobile Forensic Fundamentals (CMFF) course, Cellebrite Certified Operator (CCO)

: with a score of 80% or better.

e of digital evidence data and devices.



(<https://training.magnetforensics.com/w/>)



## Training Annual Pass (TAP)

TAP lets you pay once but train continuously. For a price of \$5,995 US, you can attend any Magnet Forensics Training class at any time, at any location throughout the following 12 months. But TAP doesn't stop in the classroom. You can also attend our world-class online training offerings, both Online Instructor-Led, and Online Self-Paced.

**Watch a Quick Video to Learn More about the Training Annual Pass (TAP) ([https://www.youtube.com/watch?v=sff8rfu\\_6Wk](https://www.youtube.com/watch?v=sff8rfu_6Wk))**

### **THE BENEFITS OF TAP:**

- The cost of TAP is less than two courses with access to much more for a 12-month period
- A one-time purchase allows for easier budgeting and more flexibility
- Stay up-to-date with the latest industry practices by continually accessing our course catalogue

### **COURSES CURRENTLY AVAILABLE WITH TAP**

#### **FORENSIC FUNDAMENTALS (AX100)**

## MAGNET IEF EXAMINATIONS (IEF200)



In IEF examinations, participants will learn to configure Magnet IEF to recover key artifacts from computer and smartphone evidence platforms; use the IEF Report Viewer to explore the evidence, link facts, data, and potential user activities across multiple evidence platforms, and, prepare key artifacts for collaboration with other stakeholders.

### Click Here to Purchase Your Training Annual Pass

(<https://magnetforensics.arlo.co/w/events/27-tap-training-annual-pass>)

If payment by purchase order is required, Please request a quotation from [sales@magnetforensics.com](mailto:sales@magnetforensics.com).



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Suite 210  
Parcippiny NJ 07054  
United States  
Tel: +1 201 848 8552  
Fax: +1 201 848 9982  
fax ID #: 22-3770059



# Cellebrite

Digital intelligence  
for a safer world

Sale #: CSUS6677  
Date: 08/31/2021  
Sales Order #SOUS75757

Pete Nielson  
1448 Silver Street  
Elko NV 89801  
United States

08.31.2021

USD

Quantity	Item	Amount
1	REFRESH COG + CCPA - Cellebrite Certified Operator + Physical Analyst	\$289.00
	<b>Subtotal:</b>	\$289.00
	<b>Total:</b>	\$289.00
	<b>Gross Total Due:</b>	\$0.00

Complete terms and conditions of sale available upon request (or available at <http://legal.cellebrite.com/us/index.html>)

For additional information please contact:  
email: [training@cellbio.com](mailto:training@cellbio.com)  
phone: +1 201 848 8552



**U.S. General Services Administration**

## FY 2022 Per Diem Rates for Utah

**Max lodging by month (excluding taxes.)**[illegible]



U.S. General Services Administration

## FY 2022 Per Diem Rates for Utah

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Moab	Grand	\$69	\$16	\$17	\$31	\$5	\$51.75
Park City	Summit	\$79	\$18	\$20	\$36	\$5	\$59.25
Provo	Utah	\$64	\$14	\$16	\$29	\$5	\$48.00
Salt Lake City	Salt Lake / Tooele	\$64	\$14	\$16	\$29	\$5	\$48.00
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25



**Max lodging by month (excluding taxes.)**

[illegible]



U.S. General Services Administration

## FY 2022 Per Diem Rates for Los Angeles, California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$74	\$17	\$18	\$34	\$5	\$55.50

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible appointment of a Councilmember to the vacant position on the Elko County Recreation Board, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **Pursuant to NRS 244A the City of Elko must be represented by four members on the Elko County Recreation Board. With the passing of Councilman Hance a vacancy exists. KW**
6. Budget Information:  

Appropriation Required:   N/A  
Budget amount available:   N/A  
Fund name:   N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Mayoral designation of Councilman Giovanni Puccinelli's "Liaison" positions within the City of Elko, and matters related thereto. NO ACTION BY COUNCIL REQUIRED**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **Councilman Puccinelli was appointed in to the vacant City Council position on August 10, 2021. The vacant Liaison positions include:**
  - **Airport & Public Property (2nd)**
  - **Streets & Public Works (2nd)**
  - **Building Department (2nd)**
  - **Water & Sewer**
  - **RAC**
  - **Landfill**
  - **IT Department**
6. Budget Information:
  - Appropriation Required: **N/A**
  - Budget amount available: **N/A**
  - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Not Required**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of revisions to the position descriptions for WRF Operator I, II, III and IV, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The WRF Operator I, Operator II, Operator III and Operator IV position descriptions have been revised and updated to include the requirement of a Commercial Driver License (CDL) and accurately reflect the duties and requirements of the position. SS**
6. Budget Information:  
    Appropriation Required: NA  
    Budget amount available: NA  
    Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position descriptions**
9. Recommended Motion: **Approve the revised WRF Operator I, Operator II, Operator III and Operator IV position descriptions as presented.**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

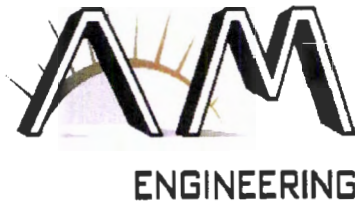
**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Part Time Seasonal SnoBowl Maintenance Technician job description, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The position of Part Time Seasonal SnoBowl Maintenance Technician will support the SnoBowl operations. This position will provide technical support with the operation/maintenance of mechanical equipment at the SnoBowl, and will provide general support to the Parks Department at the SnoBowl. This is a seasonal, part time position, to be staffed in preparation for the SnoBowl opening, and during the ski season. SS**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the position description as presented**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Public Works Department Preventive Maintenance Project 2021, to apply Micro Slurry Seal to select City streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their June 8, 2021 meeting, the Council awarded the bid for the Preventive Maintenance Project 2020 to Sierra Nevada Construction in the amount of \$560,782.00. Sierra Nevada Construction has satisfactorily completed the work.**
6. Budget Information:  
    Appropriation Required:     **\$560,782.00**  
    Budget amount available:    **\$600,000.00**  
    Fund name:   **General Fund: Public Works Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Certificate for Payment from Sierra Nevada Construction.**
9. Recommended Motion: **Approve final acceptance of the Preventive Maintenance Project 2021 to Sierra Nevada Construction in the amount of \$560,782.00**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Sierra Nevada Construction**  
                                  [afaust@snc.biz](mailto:afaust@snc.biz)

**Aaron Martinez**  
[Aaron@am.engineering](mailto:Aaron@am.engineering)



August 23, 2021

## PROJECT ENGINEER ITEM REVIEW

<b>Nevada Public Works Project NO</b>	EL-2021-300
<b>Project Name</b>	2021 City of Elko Micro Slurry Project
<b>Project Owner</b>	City of Elko
<b>Contractor</b>	Sierra Nevada Construction

### Items for Review

- |                                     |  |
|-------------------------------------|--|
| <b>1. Pay Estimate</b>              | A.M. Engineering has reviewed pay application #1 and find it to be correct and reasonable. |
| <b>2. Certified Payroll Reports</b> | N/A  |
| <b>3. Recommendations -</b>         | A.M. Engineering recommends that the pay request be processed as presented.                |

**Should you need any further information please do not hesitate to contact our office.**

## Application and Certificate For Payment

Page 1

To Owner:	CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89801	Project:	CTY OF ELKO 21 MICRO SL VARIOUS LOCATIONS ELKO, NV	Application No:	1	Date:	08/31/2021
From Contractor:	SIERRA NEVADA CONSTRUCTION P.O. BOX 50760 2055 EAST GREG STREET SPARKS, NV 89435	Contractor Job Number:	57668	Period To:	08/31/21	Contract Date:	
Phone:	775-355-0420	Contract For:					

## Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month	Number	Date Approved
Totals		
Net change by change orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

Date:

8/13/21

State of: Nevada

County of: Washoe

Subscribed and sworn to before me this 13th day of August

2021 (year).

Notary public:

Darcia A. Carpenter

My commission expires August 1, 2023



DARCIA A. CARPENTER  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 96-3487-2 - Expires Aug 1, 2023

Original contract sum	560,782.00
Net change by change orders	0.00
Contract sum to date	560,782.00
Total completed and stored to date	560,782.00
Retainage	
5.0% of completed work	28,039.10
0.0% of stored material	0.00
Total retainage	28,039.10
Total earned less retainage	532,742.90
Less previous certificates of payment	0.00
Current payment due	532,742.90
Balance to finish, including retainage	28,039.10

## Owner's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner's Representative certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 560,782.00

Owner:

By:

Date: 8-23-21

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF ELKO  
 From Contractor: SIERRA NEVADA CONSTRUCTION  
 Project: CTY OF ELKO 21 MICRO SL

Application No: 1 Date: 08/31/21 Period To: 08/31/21  
 Contractor's Job Number: 57668

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Data			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
00														
001	MOB/DEMOS	10,000.0000	1.00	LS	10,000.00	0.00	0.00	100.00	10,000.00	100.00	10,000.00	100.0	600.00	
002	CITY ST TY3 MODIF MICRO 27LBS	1.5500	298,673.00	SY	462,943.15	.00	0.00	298,673.00	462,943.15	298,673.00	462,943.15	100.0	23,147.16	
003	DWNTWN TY3 MODIF MICRO 27LBS	2.0000	13,321.00	SY	26,642.00	.00	0.00	13,321.00	26,642.00	13,321.00	26,642.00	100.0	1,332.10	
004	PLCMNT & MAINT OF TRFC CONTROL	61,186.8500	1.00	LS	61,186.85	0.00	0.00	100.00	61,186.85	100.00	61,186.85	100.0	3,058.84	
Total					560,782.00		0.00		560,782.00		560,782.00		28,039.10	
Application Total					560,782.00		0.00		560,782.00		560,782.00		28,039.10	

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the Generator Relocation Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a project budgeted in the current fiscal year's budget. This project consists of relocating the old WRF Generator to City Well I-96. The generator will be placed on a reinforced concrete pad with a fuel containment area due to the proximity of the well. The Generator will have a partial cover built over the top of it to protect it from the elements. The well house and generator will then be outfitted with the necessary electrical components for normal automated operation during power failures. DJ**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **\$225,000.00**  
    Fund name: **Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the Generator Relocation Project.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a project budgeted in the current fiscal year's budget. This project consists of construction and installation of digester draft tube assemblies, including in line heat exchangers, and the rebuild of mixer assemblies for each draft tube. Then an application of a new coat of UV resistant bituminous protective coating over insulation material on exterior of digester, and the removal of two existing boilers with the replacement of a new single boiler, including replacement of existing steam pipelines from boiler building to digester No. 1. The goal of the project is to upgrade the boiler system for the digesters and replace worn and deteriorated digester components. DJ**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **\$750,000.00**  
Fund name: **WRF/Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the WRF West Primary Clarifier Recoating & Repairs Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a Maintenance Project budgeted for the current fiscal year's budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. DJ**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **\$190,000.00**  
    Fund name: **WRF/Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the West Primary Clarifier Recoating & Repairs Project.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for the WRF BIOTOWER Removal Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **3 Minutes**
5. Background Information: **This is a project budgeted in the current fiscal year's operating budget. The work shall consist of the demolition and removal of the BIOTOWER and pump station and all appurtenances. Additionally, the installation of compacted structural fill will be placed in the void left by the removal of the BIOTOWER and pump station with the completion of final grading of the area. DJ**
6. Budget Information:
  - Appropriation Required: **N/A**
  - Budget amount available: **\$325,000.00**
  - Fund name: **WRF/Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the WRF BIOTOWER Removal Project.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Division of Large Parcels No. 2-21, filed by Section Five Associates, LLC, a Final Map for the division of approximately 590.258 acres of property into eight lots for future development, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **The subject property is located at the northern terminus of North 5<sup>th</sup> Street and consists of two existing parcels. APN 001-01D-001 consists of 314.652 acres in an A (General Agriculture) Zoning District within the City of Elko. APN 006-09L-002 consists of 275.60 acres within Elko County. A Tentative Map was conditionally approved by the City Council on August 10, 2021**

**The Planning Commission considered this Final Map on September 7, 2021, and took action to forward a recommendation to conditionally approve the Final Map associated with Division of Large Parcels No. 2-21. MR**

6. **Budget Information:**

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**

7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. Action Report, Staff Reports, and related correspondence.**
9. Recommended Motion: **Conditionally approve Division of Large Parcels No. 2-21, subject to the findings and conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Section Five Associates, LLC  
Attn: Mark Paris  
215 Bluffs Avenue, Suite 300  
Elko, NV 89801  
  
High Desert Engineering, LLC  
Attn: Robert Morley  
640 Idaho Street  
Elko, NV 89801**



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of September 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 7, 2021 pursuant to NRS 278.4725:

Division of Large Parcels No. 2-21, a Final Map filed by Section Five Associates, LLC for the division of approximately 590.258 acres of property into eight lots for future development. Approximately 314.652 acres fall within an A (General Agriculture) Zoning District in the City of Elko and approximately 275.60 acres of property fall within Elko County, and matters related thereto.

Subject property is located at the northern terminus of North 5th Street. (APNs 001-01D-001 and 006-09L-002).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to conditionally approve Division of Large Parcels 2-21 based on facts, findings, and conditions as presented in the Staff Report dated August 18, 2021, listed as follows:


#### **Development Department:**

1. The Final Map for is approved for 8 lots for future development. Two of these lots fall within Elko city limits.
2. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
3. Conformance with the conditions of approval of the Tentative Map is required.
4. Public improvements to be installed at time of development or further division of individual lots.

The Planning Commission's findings to support its recommendation are the Final Map for the Division of Large Parcels has been presented before expiration of the subdivision proceedings in accordance with NRS 278.472(2)(b). The Final Map is in conformance with the Tentative Map. The proposed map is in conformance with the Land Use and Transportation Components of the Master Plan. The proposed development conforms to Section 3-2-3, 3-2-4, and 3-2-13 of City Code.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 9/7**

\*\*Do not use pencil or red pen, they do not reproduce\*\*

Title: Division of Large Parcels No. 2-21  
Applicant(s): Section Five Associates, LLC  
Site Location: N terminus of N 5<sup>th</sup> St. APN - 001-01D-001 + 006-09L-002  
Current Zoning: AG Date Received: 8/12/21 Date Public Notice: N/A  
COMMENT: This is for the division of approximately 590.258 acres of property into eight lots for future development.

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 8/24/21  
Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 8/24/21  
No comments/concerns.

CC

Initial

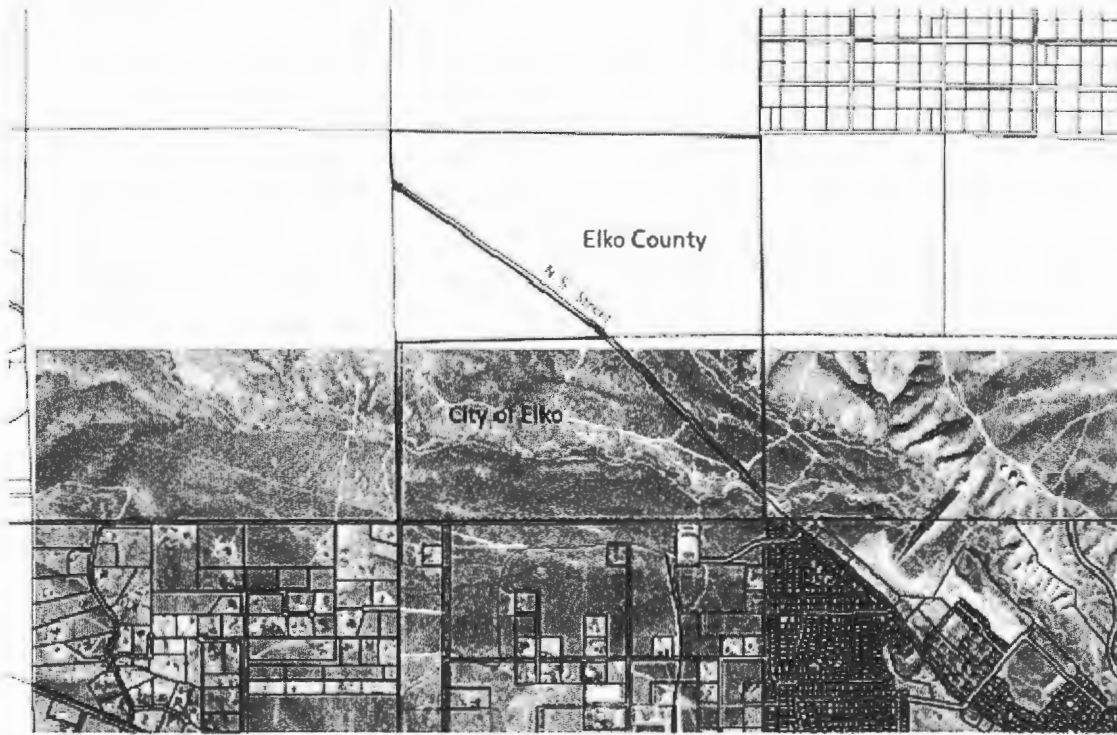


City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7119

## **CITY OF ELKO STAFF REPORT**

<b>REPORT DATE:</b>	<b>August 18, 2021</b>
<b>PLANNING COMMISSION DATE:</b>	<b>September 7, 2021</b>
<b>AGENDA ITEM NUMBER:</b>	
<b>APPLICATION NUMBER:</b>	<b>Division of Large Parcels 2-21</b>
<b>APPLICANT:</b>	<b>Section Five Associates, LLC</b>
<b>PROJECT DESCRIPTION:</b>	<b>N. 5<sup>th</sup> Street Large Parcels Final Map</b>

A Final Map for the division of approximately 590.258 acres of property into eight lots for future development. Approximately 314.652 acres fall within an A (General Agriculture) Zoning District in the City of Elko and approximately 275.60 acres of property fall within Elko County.



### **STAFF RECOMMENDATION:**

RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-01D-001 (City of Elko)  
006-09L-002 (Elko County)

**PARCEL SIZE:** 314.65 Acres (City of Elko)  
275.60 Acres (Elko County)

**EXISTING ZONING:** (A) General Agriculture (City of Elko)  
(OS) Open Space (Elko County)

**MASTER PLAN DESIGNATION:** (RES-MD) Residential Medium Density (City of Elko)  
(RES-LD) Residential Low Density (Elko County)

**EXISTING LAND USE:** Vacant

### **BACKGROUND:**

1. The Final Map for the proposed Division of Large Parcels has been presented before expiration of the subdivision proceedings in accordance with NRS 278.472(2)(b).
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Division of Large Parcels Tentative Map on August 3, 2021.
3. The City Council conditionally approved the Division of Large Parcels Tentative Map on August 10, 2021.
4. The subdivision is located on APN 001-01D-001 and 006-09L-002.
5. The proposed subdivision consists of 8 lots for future development.
6. The total subdivided area is approximately 590.258 acres.
7. No dedication for street development is offered or required.
8. Drainage and utility easements are provided along all lot lines.
9. The property is located at the northern end of North 5<sup>th</sup> Street.
10. Current City of Elko Code does not include provisions for Division into Large Parcels maps, so many of the items normally required on Parcel Maps or subdivision maps cannot be required.
11. Analysis of the proposed division in the following sections is done only for the portion of the map located within the City of Elko boundary. Elko County will be reviewing the portion of the map within their jurisdiction for compliance with their regulations.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North: Un-zoned BLM land / Vacant
- South: Un-zoned BLM land / Vacant  
Scattered Residential Agriculture (AR) / Developed (Elko County)
- East: General Agriculture (A) / Vacant (City of Elko)  
Un-zoned BLM land / Vacant

- West: Un-zoned BLM land / Vacant

#### **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped parcel.
- The site abuts vacant properties to the north, east, and west. Scattered residential development exists to the south.
- The parcel includes many different slopes and grade changes, but the area generally slopes to the southeast. No development is proposed with this map, so the slopes will remain until the lots are developed in the future.
- The property will be accessed by North 5<sup>th</sup> Street.

#### **APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:**

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-3, 3-2-4, and 3-2-13
- City of Elko Zoning – Section 3-8 Flood Plain Management

#### **MASTER PLAN - Land use:**

Conformance with the Land Use component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Land Use Component of the Master Plan.

#### **MASTER PLAN - Transportation:**

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Transportation Component of the Master Plan.

#### **ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

#### **ELKO WELLHEAD PROTECTION PLAN:**

The property is not located within any capture zone for City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

**SECTIONS 3-2-3, 3-2-4, AND 3-2-13**

The proposed map was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

**SECTION 3-8 FLOODPLAIN MANAGEMENT:**

This parcel is not designated in a Special Flood Hazard Area (SFHA).

**FINDINGS**

1. The Final Map for the Division of Large Parcels has been presented before expiration of the subdivision proceedings in accordance with NRS NRS.278.472(2)(b).
2. The Final Map is in conformance with the Tentative Map.
3. The proposed map is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms to Sections 3-2-3, 3-2-4, and 3-2-13 of City code.

**STAFF RECOMMENDATION/CONDITIONS OF APPROVAL:**

Staff recommends this item be **conditionally approved** with the following conditions:

**Development Department:**

1. The Final Map for is approved for 8 lots for future development. Two of these lots fall within Elko city limits.
2. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
3. Conformance with the conditions of approval of the Tentative Map is required.
4. Public improvements to be installed at time of development or further division of individual lots.



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

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August 30, 2021

Section Five Associates, LLC  
Attn: Mark Paris  
215 Bluffs Avenue, Suite 300  
Elko, NV 89801

Re: Division of Large Parcels No. 02-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/392925397>. You can also dial in using your phone at **+1 (571) 317-3122**. The **Access Code** for this meeting is **392-925-397**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp  
Planning Technician

Enclosures

CC: High Desert Engineering, Attn: Bob Morley, 640 Idaho Street, Elko, NV 89801  
Via email: [remorley@frontiernet.net](mailto:remorley@frontiernet.net)

JUN 12 2021

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page 1

Project: Carter Section 5 Associates North 5th  
2021

Wed June 16 11:28:52

## Parcel Map Check

-----  
Parcel name: LOT 1

North: 15589.8038	East : 4542.4732
Line Course: S 89-29-07 E	Length: 1986.93
North: 15571.9543	East : 6529.3230
Line Course: S 34-14-01 W	Length: 1677.09
North: 14185.4189	East : 5585.8451
Line Course: N 55-45-59 W	Length: 1242.14
North: 14884.2077	East : 4558.9049
Line Course: N 01-20-03 W	Length: 705.79
North: 15589.8064	East : 4542.4717

Perimeter: 5611.95 Area: 1,742,400 sq.ft. 40.000 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0030 Course: N 30-07-32 W

Error North: 0.00259 East : -0.00150

Precision 1: 1,870,650.00

-----  
Parcel name: LOT 2

North: 15571.9575	East : 6529.3244
Line Course: S 89-29-07 E	Length: 670.66
North: 15565.9327	East : 7199.9573
Line Course: S 89-29-24 E	Length: 391.66
North: 15562.4465	East : 7591.6018
Line Course: S 34-14-01 W	Length: 2266.84
North: 13688.3349	East : 6316.3491
Line Course: N 55-45-59 W	Length: 883.59
North: 14185.4148	East : 5585.8404
Line Course: N 34-14-01 E	Length: 1677.09
North: 15571.9501	East : 6529.3184

Perimeter: 5889.84 Area: 1,742,400 sq.ft. 40.000 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0095 Course: S 38-56-50 W

Error North: -0.00740 East : -0.00598

Precision 1: 619,983.16

-----  
Parcel name: LOT 3

North: 15562.4480 East : 7591.6055  
Line Course: S 89-29-24 E Length: 903.20  
North: 15554.4085 East : 8494.7697  
Line Course: S 36-27-42 W Length: 2774.19  
North: 13323.2533 East : 6846.1106  
Curve Length: 195.99 Radius: 5040.00  
Delta: 2-13-41 Tangent: 98.00  
Chord: 195.97 Course: N 54-39-09 W

♀  
page 2

Project: Carter Section 5 Associates North 5th  
2021

Wed June 16 11:28:52

Parcel Map Check

Course In: S 36-27-42 W Course Out: N 34-14-01 E  
RP North: 9269.8099 East : 3850.9151  
End North: 13436.6335 East : 6686.2601  
Line Course: N 55-45-59 W Length: 447.43  
North: 13688.3435 East : 6316.3471  
Line Course: N 34-14-01 E Length: 2266.84  
North: 15562.4550 East : 7591.5998

Perimeter: 6587.64 Area: 1,742,400 sq.ft. 40.000 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0091 Course: N 38-57-11 W  
Error North: 0.00707 East : -0.00572  
Precision 1: 723,917.58

-----  
Parcel name: LOT 4

North: 15554.4094 East : 8494.7684  
Line Course: S 89-29-24 E Length: 779.30  
North: 15547.4728 East : 9274.0375  
Line Course: S 38-09-50 W Length: 3246.81  
North: 12994.6798 East : 7267.7915  
Line Course: N 51-50-10 W Length: 384.86  
North: 13232.4898 East : 6965.1966  
Curve Length: 149.74 Radius: 5040.00  
Delta: 1-42-08 Tangent: 74.87  
Chord: 149.73 Course: N 52-41-14 W  
Course In: S 38-09-50 W Course Out: N 36-27-42 E

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RP North: 9269.8075 East : 3850.9152  
End North: 13323.2509 East : 6846.1108  
Line Course: N 36-27-42 E Length: 2774.19  
North: 15554.4061 East : 8494.7699

Perimeter: 7334.89 Area: 1,742,400 sq.ft. 40.000 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0036 Course: S 24-02-27 E

Error North: -0.00333 East : 0.00149

Precision 1: 2,037,472.22

---

Parcel name: LOT 5

North: 15547.4736 East : 9274.0355  
Line Course: S 89-29-24 E Length: 593.30  
North: 15542.1926 East : 9867.3119  
Line Course: S 01-20-13 E Length: 993.12  
North: 14549.3429 East : 9890.4834  
Line Course: S 53-47-27 W Length: 2952.06  
North: 12805.4585 East : 7508.5671  
Line Course: N 51-50-10 W Length: 306.23  
North: 12994.6820 East : 7267.7948  
Line Course: N 38-09-50 E Length: 3246.81  
North: 15547.4749 East : 9274.0409

♀

page 3

Project: Carter Section 5 Associates North 5th  
2021

Wed June 16 11:28:52

Parcel Map Check

Perimeter: 8091.52 Area: 2,517,826 sq.ft. 57.801 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0056 Course: N 75-58-24 E

Error North: 0.00136 East : 0.00543

Precision 1: 1,444,914.29

---

Parcel name: LOT 6

North: 14549.3439 East : 9890.4846  
Line Course: S 53-47-27 W Length: 2952.06  
North: 12805.4595 East : 7508.5683  
Line Course: S 51-50-10 E Length: 173.96

Page 3

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North: 12697.9673	East : 7645.3437
Curve Length: 132.31	Radius: 3040.00
Delta: 2-29-37	Tangent: 66.16
Chord: 132.29	Course: S 50-35-22 E
Course In: S 38-09-50 W	Course Out: N 40-39-27 E
RP North: 10307.7780	East : 5766.8883
End North: 12613.9762	East : 7747.5573
Line Course: N 89-08-59 E	Length: 2187.58
North: 12646.4390	East : 9934.8964
Line Course: N 01-20-13 W	Length: 1903.42
North: 14549.3408	East : 9890.4859

Perimeter: 7349.33 Area: 2,517,986 sq.ft. 57.805 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0034	Course: S 23-05-55 E
Error North: -0.00309	East : 0.00132

Precision 1: 2,161,567.65

-----

Parcel name: LOT 7

North: 12613.9755	East : 7747.5566
Line Course: N 89-08-59 E	Length: 2187.58
North: 12646.4383	East : 9934.8957
Line Course: S 01-24-03 E	Length: 2288.69
North: 10358.4323	East : 9990.8466
Curve Length: 117.28	Radius: 2540.00
Delta: 2-38-44	Tangent: 58.65
Chord: 117.27	Course: N 43-23-29 W
Course In: S 47-55-53 W	Course Out: N 45-17-09 E
RP North: 8656.5814	East : 8105.2954
End North: 10443.6503	East : 9910.2842
Line Course: N 44-42-51 W	Length: 2818.60
North: 12446.6194	East : 7927.2006
Curve Length: 245.57	Radius: 3040.00
Delta: 4-37-42	Tangent: 122.86
Chord: 245.51	Course: N 47-01-42 W
Course In: S 45-17-09 W	Course Out: N 40-39-27 E
RP North: 10307.7653	East : 5766.8990

♀  
page 4

Project: Carter Section 5 Associates North 5th  
2021

Wed June 16 11:28:52

Parcel Map Check

End North: 12613.9635	East : 7747.5680
-----------------------	------------------

Perimeter: 7657.73 Area: 2,484,067 sq.ft. 57.026 acres

Page 4

output.prn

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0166 Course: S 43-51-49 E  
Error North: -0.01194 East : 0.01147  
Precision 1: 461,308.43

-----  
Parcel name: LOT 8

North: 12511.3726 East : 4614.1692  
Line Course: N 88-39-57 E Length: 3047.74  
North: 12582.3346 East : 7661.0829  
Curve Length: 284.10 Radius: 2960.00  
Delta: 5-29-57 Tangent: 142.16  
Chord: 283.99 Course: S 47-27-49 E  
Course In: S 39-47-12 W Course Out: N 45-17-09 E  
RP North: 10307.7745 East : 5766.8875  
End North: 12390.3430 East : 7870.3391  
Line Course: S 44-42-51 E Length: 2818.60  
North: 10387.3739 East : 9853.4227  
Curve Length: 170.87 Radius: 2460.00  
Delta: 3-58-47 Tangent: 85.47  
Chord: 170.83 Course: S 42-43-28 E  
Course In: S 45-17-09 W Course Out: N 49-15-56 E  
RP North: 8656.5906 East : 8105.2839  
End North: 10261.8736 East : 9969.3296  
Line Course: S 40-44-04 E Length: 37.65  
North: 10233.3446 East : 9993.8983  
Line Course: S 01-24-03 E Length: 263.88  
North: 9969.5434 East : 10000.3493  
Line Course: S 89-47-00 W Length: 2663.28  
North: 9959.4722 East : 7337.0883  
Line Course: S 89-47-00 W Length: 2663.28  
North: 9949.4009 East : 4673.8274  
Line Course: N 01-20-03 W Length: 2562.67  
North: 12511.3761 East : 4614.1595

Perimeter: 14512.06 Area: 11,222,200 sq.ft. 257.626 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0103 Course: N 69-53-00 W  
Error North: 0.00356 East : -0.00972  
Precision 1: 1,408,938.83

♀

# APPROVAL - CITY OF ELKO PLANNING COMMISSION

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, PLANNING COMMISSION HELD ON THE DAY OF MAY 20, 2021, A TENTATIVE MAP OF THIS SUBDIVISION WAS PRESENTED AND REVIEWED PURSUANT TO N.E.S. 278.471 - 278.475, INCLUSIVE. THIS FINAL MAP SUBSTANTIALLY COMPLETES WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THERETO HAVE BEEN MET.

CHAIRMAN, CITY OF ELKO PLANNING COMMISSION DATE

# APPROVAL - CITY OF ELKO CITY COUNCIL

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, CITY COUNCIL HELD ON THE DAY OF MAY 20, 2021, THIS MAP WAS APPROVED FOR THE SUBDIVISION PURSUANT TO N.E.S. 278.471 - 278.475, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

Mayor, CITY OF ELKO, NEVADA DATE

ATTEND: CITY CLERK, CITY OF ELKO, NEVADA DATE

# CITY ENGINEER'S REPRESENTATIVE CERTIFICATE

I, BEING THE REPRESENTATIVE FOR THE CITY OF ELKO, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND THAT ALL PROVISIONS OF N.E.S. 278.471 - 278.475, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CITY ENGINEER OR ENGINEERING REPRESENTATIVE DATE

# APPROVAL - PUBLIC UTILITIES

THE PUBLIC UTILITY EASEMENTS, AS DESIGNATED HEREON, ARE APPROVED BY THE RESPECTIVE UTILITIES EXECUTING BELOW.

FRONTIER COMMUNICATIONS DATE

SIDRA PACIFIC POWER COMPANY, d/b/a NV ENERGY DATE

270 MEDIA DATE

SOUTHWEST GAS CORPORATION DATE

# COUNTY ASSESSOR'S CERTIFICATE

I, ANNETT (NAME), CERTIFY THAT THE ASSESSOR'S PARCEL NUMBER SHOWN ON THIS PLAT ARE CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF SAID ASSESSOR'S PARCEL NO. 001-010-001 AND NO. 002-006-002.

ELKO COUNTY ASSESSOR DATE

# COUNTY TREASURER'S CERTIFICATE

I, CHERYL PAUL, CERTIFY THAT ALL PROPERTY TAXES ON PARCEL NO. 001-010-001 AND NO. 002-006-002 HAVE BEEN PAID FOR THIS FISCAL YEAR.

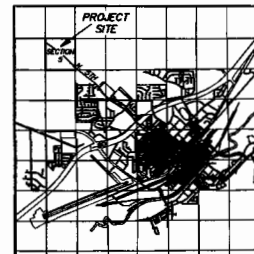
ELKO COUNTY TREASURER DATE

# FLOOD NOTE:

THE PARCELS SHOWN ON THIS MAP DO NOT LIE WITHIN A FEMA SPECIAL FLOOD HAZARD AREA. THESE PARCELS WOULD BE LOCATED ON FLOOD INSURANCE RATE MAP DESIGNATIONS WHICH IS NOT REVIEWED. FOR THE COUNTY OF ELKO, THE PARCELS ARE LOCATED IN AREAS DESIGNATED AS "OTHER AREAS - UNIMPAVED ZONE 2". THESE AREAS ARE DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD INSURANCE IS NOT REQUIRED FOR PROPERTIES IN "OTHER AREAS - UNIMPAVED ZONE 2".

# NOTES:

- 1) THE TOTAL SUBDIVIDED AREA OF THIS MAP EQUALS 290.388 ACRES.
- 2) BASIS OF BEARINGS: THE PARCEL MAP FOR NEVADA LAND & RESOURCE COMPANY, LLC ON FILE IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA AS FILE NO. 30498.
- 3) IN ADDITION TO ANY EASEMENTS SHOWN, A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL STREET FRONTAGES AND EXTENSION BOUNDARY LINES AND A 5.00 WIDE UTILITY AND DRAINAGE EASEMENT WILL BE GRANTED ALONG ALL INTERIOR BOUNDARY LINES.
- 4) IN ADDITION TO ANY EASEMENTS SHOWN, A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO BE SHOWN IN THIS MAP, FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITHIN THE STIPED TO CITY THAT ARE WITHIN SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- 5) A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED SPECIFICALLY TO SOUTHWEST GAS CORP. WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF IMPROVING, INSTALLING, MAINTAINING, INSPECTING AND REPAIRING UTILITY FACILITIES WHICH PROVIDE SERVICE TO THAT PARCEL, WITHIN THE STIPED TO CITY THAT ARE WITHIN SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. RIGHTS ARE ALSO GRANTED TO USE EXISTING PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF INSTALLING, INSPECTING, MAINTAINING, AND REPAIRING SAID UTILITY FACILITIES.
- 6) THE DEPTIC TANK SLUDGE FOR THE PARCELS SHOWN WILL BE COLLECTED AND DISPOSED OF BY A LICENSED PUMPING CONTRACTOR.
- 7) THERE ARE NO PLANS FOR THE DEVELOPMENT OF THE PARCELS SHOWN ON THIS MAP AT THIS TIME. AT THE TIME OF DEVELOPMENT, ALL REQUIREMENTS OF ADJACENT WITH PERMIT AUTHORITY, INCLUDING THE DIVISION OF HEALTH MUST BE MET.
- 8) THIS MAP SUBDIVIDES PARCEL 2 AS SHOWN ON THE PARCEL MAP FOR NEVADA LAND & RESOURCE COMPANY, LLC ON FILE IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA AS FILE NO. 30498.
- 9) ALL EXISTING NATURAL DRAINAGES AND DITCHES MUST BE PENETRATED.



VICINITY MAP

# OWNERS CERTIFICATE

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, SECTION FIVE ASSOCIATES, LLC, BEING THE OWNER OF THESE PARCELS AS SHOWN ON THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION ALL OF THE STREETS AND EASEMENTS FOR PUBLIC ACCESS AND PUBLIC UTILITY PURPOSES AS DESIGNATED HEREON. IN WITNESS WHEREOF, THE OWNERS, SET OUR HANDS ON THE DATE SHOWN.

SECTION FIVE ASSOCIATES, LLC

BY: MARK PARIS, MANAGER DATE

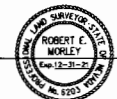
# STATE OF NEVADA COUNTY OF ELKO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE DAY OF MAY, 2021, BY MARK PARIS, MANAGER OF SECTION FIVE ASSOCIATES, LLC.

NOTARY PUBLIC

# SURVEYOR'S CERTIFICATE

1. ROBERT E. MORLEY, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
2. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MARK PARIS, MANAGER OF SECTION FIVE ASSOCIATES, LLC.
3. THE LANDS SURVEYED LIE WITHIN SECTION 5, T.34 N., R.55 E., AND THE SURVEY WAS COMPLETED ON \_\_\_\_\_.
4. THIS PLAT COMPLETES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE CONVEYING BODY GAVE ITS FINAL APPROVAL.
5. THE MONUMENTS DEFICIENT ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



ROBERT E. MORLEY, P.L.S. 8203

# APPROVAL - ELKO COUNTY PLANNING COMMISSION

AT A REGULAR MEETING OF THE PLANNING COMMISSION OF THE COUNTY OF ELKO, STATE OF NEVADA, HELD ON THE DAY OF MAY 20, 2021, THIS MAP WAS APPROVED PURSUANT TO N.E.S. 278.471 - 278.475, INCLUSIVE.

CHAIRMAN DATE

# APPROVAL - ELKO COUNTY BOARD OF COMMISSIONERS

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ELKO, STATE OF NEVADA, HELD ON THE DAY OF MAY 20, 2021, THIS MAP WAS APPROVED PURSUANT TO N.E.S. 278.471 - 278.475, INCLUSIVE. THE BOARD DOES HEREBY RESOLVE ON BEHALF OF THE PUBLIC ALL STREETS OR EASEMENTS FOR MAINTENANCE PURPOSES ARE DOES HEREBY ACCEPT ALL STREETS AND EASEMENTS THEREIN OFFERED FOR UTILITY, DRAINAGE, AND ACCESS PURPOSES ONLY AS DESIGNATED FOR PUBLIC USE.

CHAIRMAN DATE

CLERK: ATTEND DATE

# ELKO COUNTY CERTIFICATE

I, BEING THE REPRESENTATIVE FOR ELKO COUNTY, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND THAT ALL PROVISIONS OF N.E.S. 278.471 - 278.475, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ELKO COUNTY REPRESENTATIVE DATE

300 0 300 600 900 1200

SCALE: 1"=300'  
SHEET 1 OF 2

# FILING DATA

FILE NO. \_\_\_\_\_

FILED AT THE REQUEST OF HIGH BECKET ENGINEERING, INC.

DATE \_\_\_\_\_, 2021

TIME \_\_\_\_\_ M.

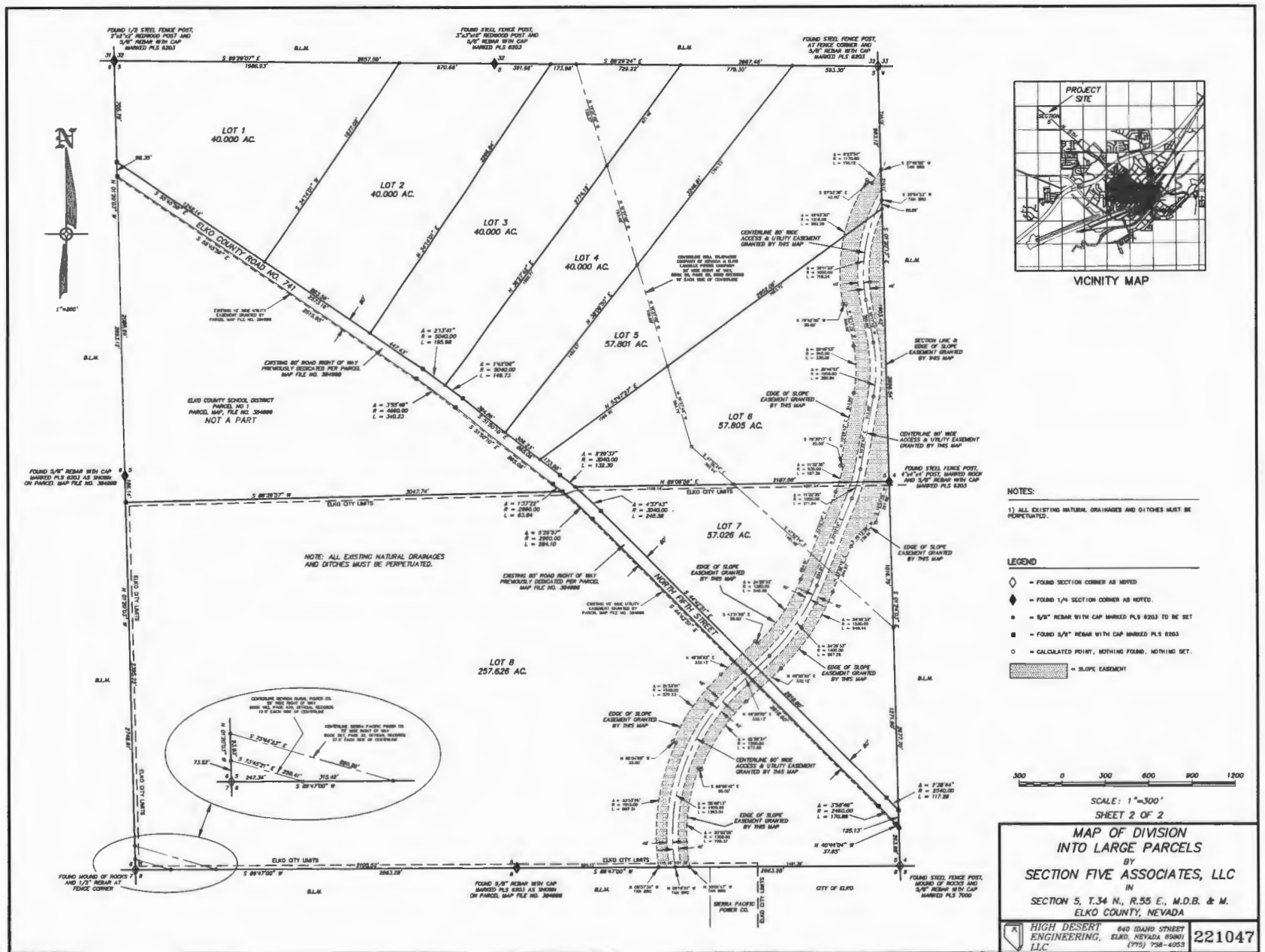
BY: SUZIE BOWLES  
ELKO COUNTY RECORDER

MAP OF DIVISION  
INTO LARGE PARCELS  
BY  
SECTION FIVE ASSOCIATES, LLC  
IN  
SECTION 5, T.34 N., R.55 E., M.D.B. & M.  
ELKO COUNTY, NEVADA



HIGH DESERT  
ENGINEERING, 640 IDAHO STREET  
ELKO, NEVADA 89801  
(775) 736-4003

221047



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 1-21, filed by Big Foot Holdings, LLC., to occupy .537 acres of 12<sup>th</sup> Street Right-of-Way adjacent to their parcel located at 1130 River Street to accommodate landscaping and a freestanding sign, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is requesting the revocable permit to add additional landscaping to the intersection of River Street and 12<sup>th</sup> Street as well as a freestanding sign for Express Car Wash. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License agreement, Application and exhibits**
9. Recommended Motion: **Approve Revocable Permit No. 1-21 subject to the execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Big Foot Holdings, LLC**  
    **330 11<sup>th</sup> Street**  
    **Elko, NV 89801**  
    [expresscarwashchuck@gmail.com](mailto:expresscarwashchuck@gmail.com)  
  
    **Lana Carter**  
    [lanalcarter@live.com](mailto:lanalcarter@live.com)

## **REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY**

**THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY** (hereinafter the "License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **BIG FOOT HOLDINGS, LLC.**, a Nevada limited-liability company, hereinafter called the "**Licensee**."

### **RECITALS**

- A. **Licensee** owns property located generally at 1130 River Street, Elko, Nevada; and
- B. **Licensee** desires to place landscaping and a freestanding sign in approximately .537 acres of the 12th Street right-of-way, located generally on the south side of the intersection of 12<sup>th</sup> Street and River Street, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the "Right-of-Way;" and,
- C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for landscaping and a freestanding sign as shown on the site plan attached hereto as Exhibit B.

**NOW, THEREFORE**, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM:** The term of this License Agreement shall be ten (10) years, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee**

shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Big Foot Holdings, LLC, 330 11<sup>th</sup> Street, Elko, Nevada 89801.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to develop landscaping and a freestanding sign, at its own expense, according to the approved site plan attached hereto as Exhibit B, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the landscaping and related improvements in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the

**Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the license hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

(m) Time is of the essence.

**IN WITNESS WHEREOF**, the parties hereto have executed this license the day and year first above written.

**BIG FOOT HOLDINGS, LLC.:**

**CITY OF ELKO:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
REECE KEENER, Mayor

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk

SEP 02 2021

**EXHIBIT A****LEGAL DESCRIPTION OF AREA FOR REVOCABLE PERMIT  
TO OCCUPY CITY OF ELKO PROPERTY FOR  
BIG FOOT HOLDINGS, LLC**

September 2, 2021

A parcel of land lying within the Rights of Way for Twelfth Street, River Street and Water Street located in Section 14, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

Commencing at the found street monument located at the centerline intersection of River Street and Eleventh Street, thence N 41° 58' 00" E, 248.06 feet along the centerline of River Street to a point, thence S 48° 02' 00" E, 30.50 feet to Corner No. 1, the True Point of Beginning;

Thence N 41° 58' 00" E, 86.46 feet Corner No. 2;

Thence from a tangent bearing N 41° 58' 00" E on a curve to the right with a radius of 15.00 feet, through a central angle of 90° 00' 28", for an arc length of 23.56 feet to Corner No. 3,

Thence S 48° 01' 32" E, 78.71 feet to Corner No. 4;

Thence S 30° 08' 00" E, 19.69 feet to Corner No. 5;

Thence S 48° 01' 32" E, 24.86 feet Corner No. 6;

Thence S 34° 28' 46" E, 163.09 feet to Corner No. 7;

Thence S 48° 01' 32" E, 271.59 feet to Corner No. 8;

Thence S 41° 58' 28" W, 25.00 feet to Corner No. 9;

Thence N 48° 01' 32" W, 557.94 feet along the Southwesterly right of way of Twelfth Street to Corner No. 10, a point on the Southeasterly right of way of River Street;

Thence S 41° 58' 00" W, 37.80 feet along the said Southeasterly Right of Way of River Street to Corner No. 11;

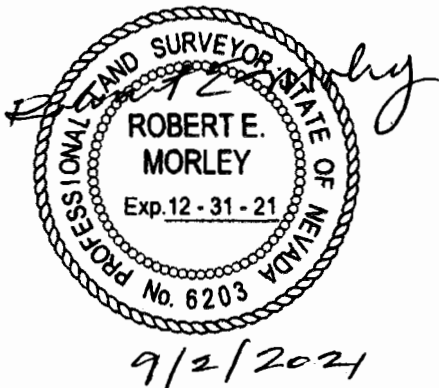
Continued on Page 2

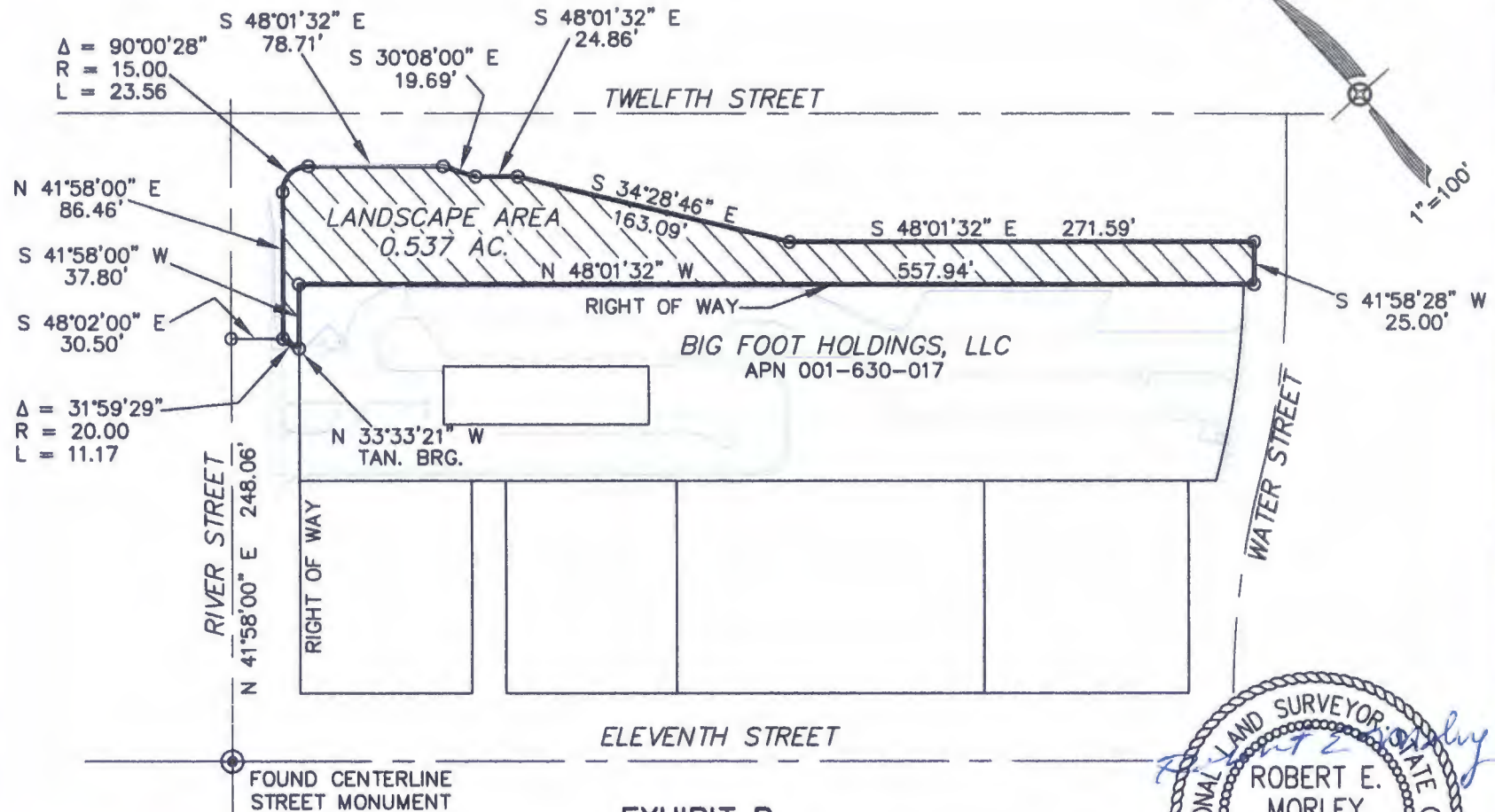
Legal Description of Area for Revocable Permit  
To Occupy City of Elko Property for  
Big Foot Holdings, LLC  
Continued from Page 1

Thence from a tangent bearing N 33° 33' 21" W, on a curve to the right with a radius of 20.00 feet, through a central angle of 31° 59' 29", for an arc length of 11.17 feet to Corner No. 1, the point of beginning, containing 0.537 acres, more or less.

The Basis of Bearings for the above described parcel is the Record of Survey for Morris F and Mary Louise S. Gallagher on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 453158.

Reference is hereby made to Exhibit B, Map to Accompany Application for Revocable Permit to Occupy City of Elko Property for Big Foot Holdings, LLC attached hereto and made a part hereof.

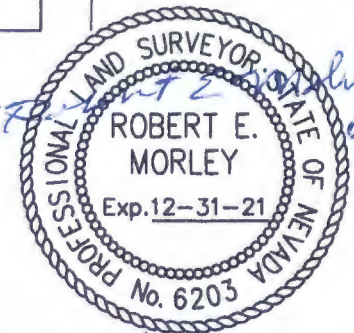




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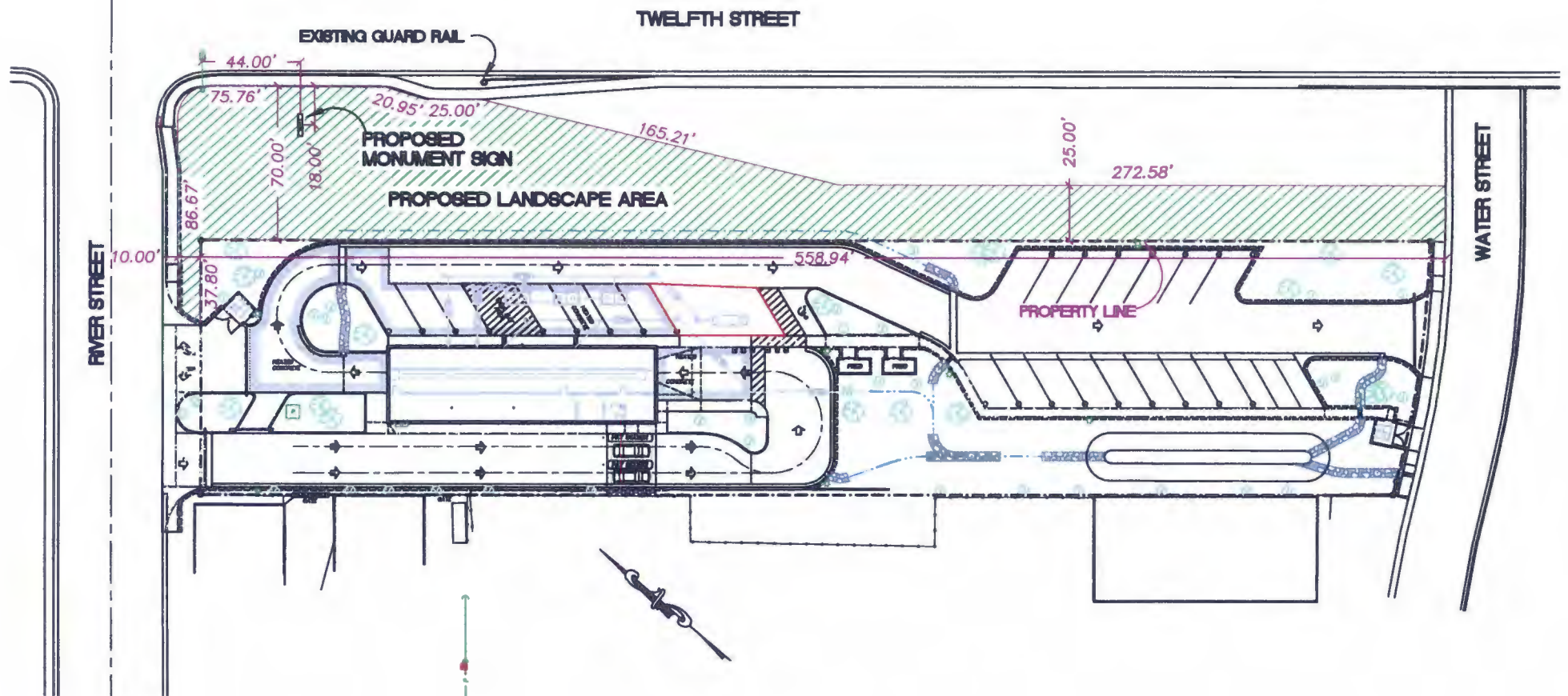
SEP 02 2021

EXHIBIT B  
 MAP TO ACCOMPANY  
 APPLICATION FOR REVOCABLE PERMIT  
 TO OCCUPY CITY OF ELKO PROPERTY  
 FOR  
 BIG FOOT HOLDINGS, LLC



RECEIVED

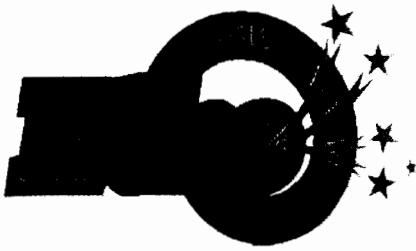
SEP 02 2021



RECEIVED

SEP 02 2021





## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

(775) 777-7160 \* (775) 777-7119 fax

# APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

**APPLICANT(s):** Big Foot Holdings, LLC

**MAILING ADDRESS:** 330 11th Street, Elko Nevada 89801

**PHONE NO (Home)** 775-340-2391

**(Business)**

**NAME OF PROPERTY OWNER (If different):** Same as above

*(Property owner's consent in writing must be provided.)*

**MAILING ADDRESS:** Same as above

**LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):**

**ASSESSOR'S PARCEL NO.:** 001-630-017

**Address** 1130 River Street, Elko Nevada 89801

**APPLICANT'S REPRESENTATIVE OR ENGINEER:** Lana L Carter, P.E., Carter Engineering LLC

### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed.

**Fee:** A \$400.00 non-refundable filing fee.

**Legal Description:** A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

**Other Information:** The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

SEP 02 2021

Describe the proposed use of the property: The property will be used for landscaping.  
The landscaping will be a mixture of grass, mulch, rock and shrubs. The existing  
drainage patterns will not be altered. The proposed landscaping will not block the  
visibility triangle at the intersection of River St. & 12th St. or the exit at Water St.  
Within this area of landscaping a monument sign is proposed at the location shown on  
the attached plot plan. A plan view of the sign is attach. This sign will be located  
outside the visibility triangle and will not be located within any easements.

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(Dimensions) 558.94 feet X 70 to 25 (varies) feet (Attach Plot Plan)

**(Use additional pages if necessary to address the question)**

**This area intentionally left blank,**

**THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:**

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.


**Applicant / Agent** Big Foot Holdings, LLC  
(Please print or type)

**Mailing Address** 330 11th Street  
Street Address or P.O. Box

Elko, Nevada 89801  
City, State, Zip Code

Phone Number: 775-340-2391

Email address: expresscarwashchuck@gmail.com

**SIGNATURE:** 

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**FOR OFFICE USE ONLY**

**File No.:** 1-21 **Date Filed:** 9/2/21 **Fee Paid:** \$400 **CV#** 1853

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**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and approval of the 2021 City of Elko Land Inventory update, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their September 7, 2021 meeting and recommended to City Council to approve the updated land inventory. CL**
6. Budget Information:
  - Appropriation Required: N/A
  - Budget amount available: N/A
  - Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Spreadsheet, Planning Commission Action Report**
9. Recommended Motion: **Approve the updated 2021 City of Elko Land Inventory**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution:



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

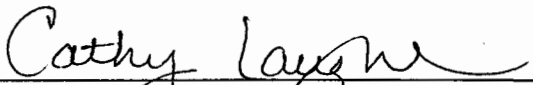
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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of September 7, 2021

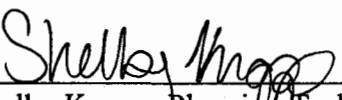
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 7, 2021 per City Code Section 3-4-20 A. 2.:

The 2021 City of Elko land inventory update.

WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, forwarded a recommendation to City Council to approve an update to the City Land Inventory.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Knopp, Planning Technician

CC: Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET  
PLANNING COMMISSION AGENDA DATE: 9/7

**\*\*Do not use pencil or red pen, they do not reproduce\*\***

Title: 2021 City of Elko Land Inventory Update  
Applicant(s): City of Elko  
Site Location: N/A  
Current Zoning: N/A Date Received: N/A Date Public Notice: N/A  
COMMENT: This is to update the current City of Elko Land Inventory.

**\*\*If additional space is needed please provide a separate memorandum\*\***

Assistant City Manager: Date: 8/24/21  
Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 8/24/21  
No comments/concerns.

CE

Initial



City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7219

## **Memorandum**

To: Elko Planning Commission  
From: Cathy Laughlin, City Planner *CL*  
RE: Land Inventory Update  
Date: August 24, 2021

**MEETING DATE:** September 7, 2021

This correspondence is provided to aid in the Planning Commission's review of the above referenced Land Inventory Map and Schedule updates for consideration.

The City of Elko has purchased several parcels since the last update which need to be included in on the land inventory.

#178; 001-630-087 Walters Ct. parcel behind Elko Police Station

#181; 001-374-008 12<sup>th</sup> and River Street, parcel has existing storm water infrastructure.

#182; 001-710-049 Front Street, parcel was purchased for the extension of the HARP Trail to the sports complex

The City of Elko has sold several parcels since the last update which need to be removed from the land inventory

#46; 001-066-005 8<sup>th</sup> and Elm Street

#92; 001-200-002 Old Police Station

#96; 001-01R-001 Remove the portion sold to Anthem Broadband

#132; 001-013-018 Well 16 off Sewell Drive

#144; 001-610-075 Two areas of Mountain View Park which we did BLA with adjacent property owners

The City of Elko Airport has also created new lease areas in which need to be added and have leased some properties which state are vacant.

The City of Elko did a parcel map for the sale of land to the VA Cemetery. This took the one parcel shown as 13 and created 4 parcels. One of those parcels were sold to the VA, one will remain as future cemetery for the City of Elko, shown as the new parcel 13 and the other two will be added to the inventory for possible sale which are reference numbers 176 and 177.

**Recommendation**

Staff recommends Planning Commission review the updated map and schedule and forward a recommendation to City Council to approve all recommended changes.

2015 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
1	N 5TH STREET	001-610-094	3.38	AG	RES-MD	VACANT	SELL	RETAIN AN EASMENT FOR WATER LINE
2	N 5TH STREET	001-610-095	2.5	AG	RED-MD	VACANT	SELL	
3	N OF MITTRY AND SPRUCE	001-610-103	84.076	AG	PARKS	VACANT	PARKS	OPEN SPACE,
4	500 FT NORTH OF MITTRY	001-610-104	41.887	AG	RES-MD	VACANT	SELL / RETAIN A PORTION	RESIDENTIAL / FUTURE CEMETERY
5	N OF COPPER ST, 500 FT W OF 5TH ST	001-610-092	3.8	PQP	RES-MD	STORMWATER CHANNEL/DETENTION	UTILITIES	
6	S OF CHRIS AVE, 180 FT SW OF N 5TH ST	002-610-074	19.24	PQP	PUBLIC	STORMWATER DETENTION	UTILITIES	
7	SE OF RUBY VISTA AND COLLEGE PKWY	001-620-059	1.16	PQP	PUBLIC	CADV	LEASED	CADV
8	RUBY VISTA DR, 550 FT E OF COLLEGE PKWY	001-620-060	1.3	PQP	PUBLIC	VACANT	LEASED	AMERICAN LEGION
9	S OF RUBY VISTA	001-620-021	1.69	PQP	PUBLIC	VACANT	RETAIN	
10	S OF RUBY VISTA	001-620-015	1.02	PQP	PUBLIC	VACANT	RETAIN	
11	NW OF RUBY VISTA DR	001-530-024	3.25	PQP	RES-MD	SENIOR CENTER	LEASED	SENIOR CENTER
12	W OF DELAWARE	001-860-106	5.65	AG	PUBLIC	VACANT	SELL	FOR SALE
13	ROCKY ROAD	001-01A-012	38.08	AG	RES-MD	VACANT	SELL	CEMETERY
13	WRIGHT WAY	001-01A-025	7.23	PQP	PUBLIC	VACANT	RETAIN	CEMETERY
14	S OF RUBY VISTA	001-620-061	1.24	PQP	PUBLIC	VACANT	RETAIN	
15	S OF RUBY VISTA	001-620-029	1.44	PQP	PUBLIC	VACANT	RETAIN	
16	S OF RUBY VISTA	001-530-022	0.355	PQP	GI	VACANT	RETAIN	PUBLIC USE
17	SEC 17 T 35N R 55E	006-100-030	800	ELKO COUNTY	RES-LOW	VACANT	SELL	AVAILABLE FOR SALE OR EXCHANGE
18	N OF W. IDAHO ST	006-09G-027	8.69	ELKO COUNTY LI	IBP	VACANT LEASED	AIRPORT	RETAIN FOR AIRPORT EXPANSION
19	W IDAHO ST	006-09G-031	2.55	ELKO COUNTY LI/COM	IBP	LEASED	LEASED	FUTURE AIRPORT EXPANSION
20	W IDAHO ST	006-09G-030	2.96	ELKO COUNTY LI/COM	IBP	LEASED	LEASED	FUTURE AIRPORT EXPANSION
21	W IDAHO ST	006-09G-012	13	ELKO COUNTY AG RES/COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
22	W OF HOT SPRINGS RD	001-671-001	0.45	LI	IBP	VACANT	SELL	ACCESS IS ACROSS RAILROAD SPUR
22	W OF HOT SPRINGS ROAD	001-673-003	2.61	LI	IBP	VACANT	SELL	SELL WITH 001-671-001
23	398 HOT SPRINGS ROAD	001-677-001	9.34	LI	IBP	VACANT	SELL	
24	W SAGE ST	001-660-003	7.29	PQP	PARKS OPEN SPACE	ANGEL PARK/VACANT	PARKS	
26	WATER ST	001-411-006	0.378	PQP	MIXED USE DOWNTOWN	PEDESTRIAN BRIDGE	CITY FACILITY	MAINTAIN FOR PEDESTRIAN BRIDGE
27	5551 MANZANITA LN	001-860-071	2.29	AG	GI	WELL 38	UTILITIES	RETAIN FOR UTILITIES, PUBLIC WORKS, FREEWAY ON/OFF
28	HIGHLAND DR	001-132-001	1.64	RES	MD-RES	VACANT	AIRPORT	RUNWAY PROTECTION ZONE
29	N OF HIGHLAND DR	001-142-006	1.495	RES	MD-RES	VACANT	AIRPORT	RUNWAY PROTECTION ZONE
30	MTN CITY HGWY	001-660-105	12.21	PLANNED COMMERCIAL	HIGHWAY COMMERCIAL	VACANT LEASED	AIRPORT LEASE	LEASED
31	MTN CITY HGWY & THOMAS GALLAGHER WY	000-660-126	1.373	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
31	1657 MTN CITY HGWY	001-660-125	0.882	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
31	1655 MTN CITY HGWY	001-660-124	3	PC	PC	LEASED	AIRPORT LEASE	ASPEN PLAZA
32	W SAGE ST	001-640-033	0.78	RES	MD-RES	VACANT	SELL	
33	W OAK STREET	001-152-002	0.59	RES	MD-RES	VACANT	SELL	PROCEEDS OF SALE GO TO HARP
34	W IDAHO ST	006-09G-009	5	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
35	W IDAHO STREET	006-09G-005	2.7	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
36	W IDAHO ST	006-09G-008	1.59	ELKO COUNTY COM	IBP	VACANT	AIRPORT	FUTURE EXPANSION
38	LAUREL DR	001-660-103	0.16	RES	MD-RES	VACANT	UTILITIES	DRAINAGE EASEMENT
40	WALNUT	001-026-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
41	SAGE ST	001-026-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
42	SAGE ST	001-061-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
43	ELM ST	001-061-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
44	ELM ST	001-064-004	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
45	MAPLE ST	001-064-007	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
46	8TH ST	001-066-005	0.092	RES	RES-MD	VACANT	SELL	
47	8TH ST	001-066-012	0.034	RES	RES-MD	VACANT	SELL	
48	MAPLE ST	001-067-003	0.057	RES	RES-MD	VACANT	RETAIN	POSSIBLE HORNBAGER LEASE
49	ASH ST	001-067-007	0.057	RES	RES-MD	VACANT	RETAIN	
50	ASH ST	001-103-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
51	FIR ST	001-103-006	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
52	FIR ST	001-106-003	0.057	RES	RES-MD	VACANT	RETAIN	STORM DRAIN
53	CEDAR ST	001-106-005	0.057	RES	RS-MD	VACANT	RETAIN	STORM DRAIN
54	WATER STREET	001-411-004	0.93	GI	MIXED USE DOWNTOWN	FISH BUIDING	LEASED	
55	1060 DOUGLAS ST	001-413-002	0.12	GI	GI	VACANT	CITY FACILITY	RETAIN FOR CITY SHOPS/STORAGE
56	W OF GOLF COURSE ROAD	001-620-018	0.7	PQP	PUBLIC	LDS STORAGE	LEASED	COUNTY ASSESSOR SHOWS THIS AS 3.46 ACRES
57	SHARPS ACCESS	001-630-019	0.89	PQP	PUBLIC	SHARPS ACCESS ROW	DEDICATE AS ROW	
58	1415 MTN CITY HGWY	001-660-032	1.38	C	GC	LEASED	AIRPORT LEASE	SHELL GAS STATION
59	IDAHO ST AND MANZANITA LN	001-601-016	0.03	COM	GC	VACANT	RETAIN	
60	MAIN ST	001-691-009	0.07	LI	COM	VACANT	SELL	SELL AS REMNANT TO ADJACENT PROPERTY OWNER
61	S OF SILVER STREET	001-710-044	0.69	GI	IBP	VACANT	RETAIN	LANDLOCKED, DISPOSABLE TO GEOTHERMAL USERS

2015 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
62	IDAHO ST	001-214-014	0.27	COM	MD-RES	VACANT	RETAIN	SLOPE EASEMENT
63	W IDAHO ST	001-214-010	0.07	RES	MD-RES	VACANT	SELL	AVAILABLE FOR SALE/LANDLOCKED/SELL AS REMNANT
64	ERRECART	001-690-001	69.7	PQP	PQP	VACANT	PARKS	IDENTIFIED FOR SPORTS COMPLEX
65	BULLION ROAD	001-690-001	38.7	RES	MD-RES	VACANT	SELL	
66	BULLION ROAD	001-690-001	11.1	PQP	MD-RES	VACANT	RETAIN	POSSIBLE EXCHANGE WITH SCHOOL DISTRICT
67	ERRECART	001-690-001	4.4	PQP	PQP	VACANT	PARKS	
68	VICTORIA STREET	001-710-055	50	AG	MD-RES	VACANT	SELL	EXCHANGE
69	WASHINGTON AVE	001-730-004	11.76	AG	MD-RES	SOUTHSIDE DAM	UTILITIES	
70	ERRECART BLVD	001-770-003	45.78	PC	IBP	VACANT	SELL	
72	BULLION ROAD	001-690-018	1.27	RMH	MD-RES	VACANT	PARKS	USE FOR PARK ACCESS
73	BULLION ROAD	001-690-019	0.83	RMH	MD-RES	VACANT	PARKS	
74	BULLION ROAD	001-690-020	0.62	RES	MD-RES	VACANT	PARKS	
75	BULLION ROAD	001-690-021	0.228	RES	MD-RES	VACANT	RETAIN	
76	BULLION ROAD	001-700-040	0.039	RMH	MD-RES	VACANT	DEDICATE AS ROW	
77	S OF DOUGLAS ST	001-710-023	0.059	GI	MIXED USE DOWNTOWN	VACANT	RETAIN	
78	STITZEL ROAD	001-920-064	0.147	RES	MD-RES	VACANT	PARKS	
79	STITZEL	001-925-035	0.147	RES	MD-RES	VACANT	PARKS	
80	PINION RD	001-927-002	163.63	AG	PQP	LANDFILL/VACANT	LANDFILL	
81	SEC 6 T 33N R55E	006-080-013	186.82	ELKO COUNTY	UNKNOWN	VACANT	RETAIN, WRF	
82	SEC 32 T 34N R 55E	006-090-014	591.17	ELKO COUNTY	PUBLIC	WRF PERC PONDS	UTILITIES	
83	POWDERHOUSE ROAD	006-09E-019	25.13	ELKO COUNTY	RES-HD	LAMOILLE WATER TANK	UTILITIES	EX TANK AND FUTURE EXPANSION
86	SEC 18	001-995-001	634	AG	RES-MD	VACANT	PURCHASE	RESIDENTIAL DEVELOPMENT
87	STATICE ST	006-10C-002	112	ELKO COUNTY	IBP, PUBLIC	VACANT	PURCHASE:INDUSTRIAL DEVELOPMENT	PURCHASE FROM STATE
88	725 RAILROAD ST	001-275-007	0.23	C	MIXED USE DOWNTOWN	PARKS AND REC/FIRE STATION #2	CITY FACILITY	
89	9TH STREET	001-185-002	0.18	PQP	PQP	CEMETERY	PARKS	PORTION OF MASONS AND ODDFELLOWS CEMETERY
90	12TH STREET	001-293-001	0.12	C	COMM- GEN	12TH STREET TURN LANE	DEDICATE AS ROW	
91	1751 COLLEGE AVE	001-560-051	3	PQP	PQP	CITY HALL	CITY FACILITY	
92	1401 COLLEGE AVE	001-200-002	1.34	R	PQP	OLD ELKO POLICE DEPARTMENT	CITY FACILITY	
93	MANZANITA	001-560-040	0.5	C	COMM-GEN	LEASED TO CAL-RANCH	LEASED	LEASED BY WATER DEPT
94	MANZANITA	001-560-040	1.36	C	COMM-GEN	WELL/LAYDOWN YARD	UTILITIES	
95	IDAHO STREET	001-860-001	0.498	LI	IND-GEN	WELL 33	UTILITIES	CONSTRUCTION WATERWELL
96	FRONT STREET	001-01R-001	38.1	PQP	PARKS	HUMBOLDT RIVER	PARKS	Remove Anthem Parcel
97	12TH STREET	001-630-021	2.16	PQP	PARKS	HUMBOLDT RIVER	PARKS	
98	12TH STREET	001-630-063	0.2	R	RES-HD	ACCESS EASEMENT	RETAIN	RIVER VIEW DRIVE
99	WALNUT	001-024-001	0.023	RES	RES-MD	VACANT	SELL	
100	FRONT STREET	001-710-024	6.77	PQP	PARKS	SOUTHSIDE PARK	PARKS	
101	HUMBOLDT RIVER	001-680-007	2.53	GI	PARKS	HUMBOLDT RIVER	PARKS	
102	875 S. 5TH ST	001-472-014	0.308	C	RES - MD	LEE ENGINE	CITY FACILITY	
103	WASHINGTON AVE	001-730-003	2	AG	PUBLIC	WATER TANK	UTILITIES	
104	301 BULLION RD	001-700-013	0.001	RMH	RES - MD	VACANT	SELL	SELL AS REMNANT
105	RUBY VIEW GOLF COURSE	001-530-001	221	PQP	PARKS	GOLF COURSE	PARKS	
106	SILVER STREET		67.2	C / GI	LI/GI	VACANT/RR LEASE	PURCHASE	
107	AIRPORT	001-660-106	12	PQP	PUBLIC	VACANT	AIRPORT LEASE	
108	AIRPORT	001-660-106	19.7	PQP	PUBLIC	VACANT	AIRPORT LEASE	
109	AIRPORT	001-660-106	16.9	PQP	PUBLIC	VACANT	AIRPORT LEASE	
110	AIRPORT	001-660-106	3.25	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
111	AIRPORT	001-660-106	13.8	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
112	AIRPORT	001-660-106	9.9	PQP	IND- BS PARK	VACANT	AIRPORT LEASE	
113	AIRPORT	001-660-106	479	PC/C/PQP	PQP	AIRPORT	AIRPORT	
114	IDAHO STREET		27.48	C / LI	COMM-GEN	RR LEASED	PURCHASE	
115	SAGECREST DRIVE	001-01F-086	1.04	R	RES-MD	STORM DRAIN DETENTION	UTILITIES	
116	MITTRY AVE	001-620-035	2.39		RES-MD	MITTRY AVE	DEDICATE AS ROW	
117	N 5TH ST	001-610-036	2.47	AG		N 5TH ST	DEDICATE AS ROW	
118	RUBY VISTA DR	001-620-015	0.36	PQP	RES-HD	RUBY VISTA	DEDICATE AS ROW	A PORTION OF 001-620-015
119	FLAGVIEW DRIVE		2.4	PQP	PQP	FLAGPOLE LOCATION	PARKS	BALL FIELDS PARCEL 001-620-017 AND ALL OF 001-530-001
120	FAIRGROUNDS ROAD	001-620-014	35	PQP	PUBLIC	FAIRGROUNDS	LEASED	
121	GOLF COURSE ROAD	001-620-017	26.5	PQP	PARKS - OS	KUMP/WORNECK FIELDS	PARKS	
122	IDAHO STREET	001-560-001	21.2	PQP	PARKS - OS	MAIN CITY PARK	PARKS	
123	COUNTRY CLUB DRIVE	001-560-001	12.2	PQP	PARKS - OS	JOHNNY APPLESEED PARK	PARKS	
124	HAWTHORNE DR	001-61F-029	0.63	RES	RES-MD	STORM WATER DETENTION	UTILITIES	100 YR DETENTION AREA
125	N OF INDUSTRIAL		0.006			WELL 24	UTILITIES	PORTION OF 006-090-021
126	3695 MANZANITA LANE	001-860-080	0.115	LI	IND- GEN	WELL 37	UTILITIES	

2015 City Land Inventory Update

PROP_REF_NO	PROPERTY_LOCATION	APN	PROP_SIZE	ZONING	MASTER_PLAN_DESIGNATION	CURRENT_USE	PROPERTY_DETERMINATION	NOTES
126	MTN CITY HWY		0.06	PQP	PUBLIC	WELL 30	UTILITIES	PORTION OF 001-660-106
127	IDAHO ST	001-590-008	0.24	C	COMM- GEN	WELL 12	UTILITIES	
128	30TH ST	001-560-081	0.014	C	COMM- GEN	WELL 25	UTILITIES	ON WILSON BATES PROPERTY
129	WALNUT & 7TH	001-028-001	0.028	R	RES-MD	WELL 18	UTILITIES	
130	IDAHO ST	001-601-012	0.12	C	COMM- GEN	WELL 13	UTILITIES	ON WENDY'S PROPERTY
131	1771 IDAHO ST	001-560-086	0.013	C		WELL 14	UTILITIES	
132	SEWELL	001-013-018	0.071	R	RES-MD	WELL 16	UTILITIES	
133	E OF RAPTOR ST	001-610-074	0.096	PQP	PUBLIC	WELL 15	UTILITIES	
134	IDAHO ST, CHRIS SHERRIN	001-560-001	0.103	PQP	PARKS	WELL 10-A	UTILITIES	
135	4745 MANZANITA	001-860-001	0.264	LI	IND-GEN	WELL 31	UTILITIES	
136	5231 MANZANITA LN	001-860-012	0.23	LI	IND-GEN	WELL 27	UTILITIES	
137	RUBY VISTA DR AND STATICE ST	001-860-065	0.63	IBP	IND- BS PARK	WELL 36	UTILITIES	
138	GOLF COURSE	001-530-001	0.064	AG	PARKS	WELL 20	RETAIN	
140	1535 INDIAN VIEW HEIGHTS DRIVE	001-530-025	2.84	PQP	PUBLIC	VACANT	UTILITIES	WATER TANKS
141	EXIT 298	001-679-007	0.75	LI	IND- BS PARK	UTILITY	RETAIN	FUTURE WELL SITE
142	STP ROAD	001-670-003	77	GI	PQP	SEWER TREATMENT PLANT	UTILITIES	TREATMENT PLANT AND EXPANSION AREA
143	ALLEY BETWEEN ASH AND FIR	001-082-024	0.3	PQP	RES-MD	POCKET PARK	PARKS	
144	MOUNATIN VIEW PARK	001-610-075	24.56 24.005	PQP	PARKS - OS	PARKS	PARKS/ SELL A PORTION	Remove Sold Portions
145	PEACE PARK	001-620-069	8.6	PQP	PARKS -OS	PARKS	PARKS	
146	1090 DOUGLAS ST	001-413-003	0.24	GI	IND-GEN	WATER SHOP	CITY FACILITY	
147	10TH STREET	001-412-001	0.48	GI	IND-GEN	STREET DEPARTMENT	CITY FACILITY	
148	203 10TH ST	001-413-001	0.35	GI	IND-GEN	STREET DEPARTMENT	CITY FACILITY	
149	975 WATER ST	001-412-003	0.36	GI	IND-GEN	FLEET DEPARTMENT	CITY FACILITY	
150	1005 WATER ST	001-413-004	0.7	GI	IND-GEN	FACILITIES	CITY FACILITY	
151	ERRECART BLVD	001-380-006	3	PQP	IND-BS-PARK	ELKO HEAT	LEASED	LEASE TO ELKO HEAT
152	IDAHO ST	006-320-037	1.033		IND-GEN	WELL 1-96	UTILITIES	
154	HUMBOLDT RIVER -5TH TO 370' E. OF LYON	001-01R-001	12.6	PQP	PARKS-OS	HUMBOLDT RIVER	PARKS	
155	CEDAR STREET	001-620-000	11.47	PQP	PUBLIC	CEMETERY	RETAIN	CITY OF ELKO CEMETERY
156	CEDAR STREET	001-185-001	3.61	PQP	PUBLIC	CEMETERY	RETAIN	MASONS AND ODDFELLOWS CEMETERY
157	1448 SILVER STREET	001-630-086	3.066	LI	IND- GEN	POLICE DEPARTMENT	CITY FACILITY	POLICE DEPARTMENT
158	OWL RD	001-926-110	0.304	RMH	RES-MD	VACANT	RETAIN	CEDAR ESTATES STORM DRAINAGE
159	1755 5TH STREET PARK	001-620-023	2.32	PQP	PARKS -OS	PARKS	PARKS	
160	1701 5TH STREET	001-620-001	0.9	PQP	PARKS - OS	VACANT	IN-PROCESS-OF-PURCHASING-PARKS	PARKING FOR 5TH STREET PARK
161	200 WEST RIVER	001-381-010	0.133	GI	IND-GEN	VACANT	RETAIN	EASEMENT TO TOWER AND SEWER
162	SOUTH OF I-80 NORTH OF AIRPORT RUNWAY	001-660-009	60.19	PQP	IND-BS-PARK	VACANT	CITY PURCHASE	AIRPORT MASTER PLAN DESIGNATION
163	NORTH OF GOLF COURSE - JENNINGS WAY EXTENSION	006-090-900	295	ELKO COUNTY	RES-MED	VACANT	CITY PURCHASE	
164	BUS BARN FACILITY	001-562-002	179.96	PQP	PUBLIC	ECSD BUS BARN	CITY PURCHASE	
165	SECTION 22 BLM PARCEL SOUTH OF BULLION	001-710-007	10	AG	RES- MED	VACANT	CITY PURCHASE	
166	JENNINGS WAY BY ADOBE MIDDLE SCHOOL	001-01A-016	10.97	PQP	RES-MED	VACANT	CITY PURCHASE	
167	BLM PROPERTY EAST OF HUMBOLT HILLS SUBDIVISION	006-090-900	10	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
168	SECTION 8 BLM LAND	006-090-900	51.9	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
169	SECTION 8 BLM LAND	006-090-900	135	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
170	SECTION 8 BLM LAND	006-090-900	49.3	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
171	SECTION 8 BLM LAND	006-090-900	2	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
172	SECTION 8 BLM LAND	006-090-900	9	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
173	BLM LAND MONTROSE LANE	006-090-900	9.7	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
174	SECTION 8 BLM LAND	006-090-900	2	ELKO COUNTY	RES-MD	VACANT	CITY PURCHASE	
175	PARCEL ADJACENT TO BUS BARN FACILITY	001-562-003	43.74	AG	RES-MD	VACANT	CITY PURCHASE	
176	ROCKY ROAD	001-01A-023	10.11	PQP	PUBLIC	VACANT	SELL	
177	ROCKY ROAD	001-01A-026	2.36	PQP	PUBLIC	VACANT	SELL	
178	184 WALTERS CT	001-630-087	2.223	GI	IND-GEN	VACANT	RETAIN	POLICE DEPARTMENT
179	THOMAS GALLAGHER WAY	001-660-106		PC	PUBLIC	LEASED	AIRPORT LEASE	
180	THOMAS GALLAGHER WAY	001-660-106		PC	PUBLIC	LEASED	AIRPORT LEASE	
181	104 12TH STREET	001-374-008	0.115	GI	COMM-GEN	VACANT	RETAIN	STORM DRAIN
182	FRONT STREET	001-710-049	4.45	GI	IND-GEN	VACANT	RETAIN	PARKS FOR EXTENTION OF HARP TRAIL

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Giovanni Puccinelli was appointed to the City Council on August 10, 2021 leaving his position on the Planning Commission vacant. Staff conducted the standard recruitment process and has received 1 letter of interest to serve on the Planning Commission, copy of which is included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2024. CL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Interest to serve on the Planning Commission**
9. Recommended Motion: **Appoint (insert name) to fill the vacancy on the Elko City Planning Commission with a term expiring July 2024.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **John Lemich**  
**450 Commercial Street**  
**Elko Nevada 89801**  
**[zivio@machissaloon.com](mailto:zivio@machissaloon.com)**

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**From:** zivio@machissaloon.com

**Sent:** Tuesday, September 7, 2021 3:03 PM

**To:** Catalina Fagoaga Laughlin; Catalina Laughlin; 1. Lemich, John

**Subject:** Planning Commission

Cathy,

I am interested in filling the vacant spot on the planning commission.

I have lived in the city of Elko for approximately thirty five years now and have owned my business for almost twenty five years.

I grew up in the construction business when I lived in Reno, as my father has been a contractor for around fifty five years.

My business is downtown and I feel I have a vested interest in what happens in the business district here in Elko.

I hope you and staff will consider me for this position.

Thank you,

John Lemich

Machi's Saloon & Grill

450 Commercial Street

Elko Nevada 89801

775-738-9772 Business

775-934-4181 Cell

zivio@machissaloon.com

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Revocable License Agreement between the City of Elko and Elevation Transport, for the use of Airport land as a parking area, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Elevation Transport contacted Staff regarding two (2) parcels leased to Joe's Hauling, known as APN 006-09G-003 and 006-09G-008. In the event Joe's Hauling and the City enter into lease termination agreements for these two parcels, subject to Council approval, Elevation Transport desires to enter into a revocable license agreement with the City to use these parcels as a parking area. JF**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revocable License Agreement w/Exhibits**
9. Recommended Motion: **Motion to approve the Revocable License Agreement between the City of Elko and Elevation Transport.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:  
  
    Edwin Smutt  
    Elevation Transport  
    Elko Nevada  
    [www.elevationtransport.com](http://www.elevationtransport.com)  
    [mail@elevationtransport.com](mailto:mail@elevationtransport.com)

## **REVOCABLE LICENSE AGREEMENT FOR PARKING AREA**

**THIS REVOCABLE LICENSE AGREEMENT FOR PARKING AREA** (hereinafter the "License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **ELEVATION TRANSPORT**, a Nevada corporation, hereinafter called the "**Licensee**."

### **RECITALS**

**WHEREAS**, **Licensee** operates a trucking company in Elko, Nevada; and

**WHEREAS**, **Licensee** desires to utilize property located at the Elko Regional Airport for truck parking, said property (hereinafter the "Parking Area") consisting of two (2) parcels bearing Assessor's Parcel Numbers (APN) 006-09G-003 and 006-09G-008, respectively, and being more particularly described in the legal descriptions attached hereto at **Exhibit A** and shown on the maps attached hereto at **Exhibit B**.

**NOW, THEREFORE**, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** the non-exclusive use of the Parking Area for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **LICENSE FEES:** In consideration for the license granted to the **Licensee** hereunder, **Licensee** shall pay to the **City of Elko** an annual license fee for each of the parcels comprising the Parking Area, as follows:

(a) For APN 006-09G-008 the license fee is **EIGHT HUNDRED TWENTY-FOUR DOLLARS AND 70/100 (\$824.70)** per annum; and

(b) For APN 006-09G-030 the licensee fee is **ONE THOUSAND, SEVEN HUNDRED TEN DOLLARS AND 35/100 (\$1,710.35)** per annum.

During the term or for so long as this Licensee Agreement remains in effect, the foregoing license fees shall automatically increase on July 1 of each year by an amount equal to **two percent (2%)** of the previous year's fees.

2. **TERM:** The term of this License Agreement shall be **twenty (20) years**, commencing on the Effective Date. The **City of Elko** may, upon request by the **Licensee** and in the discretion of the **City of Elko**, extend the term of this License Agreement from month-to-month thereafter. Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof in the manner provided herein.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Parking Area in good order, condition and repair.

3. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

4. **NOTICE:** All notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Elevation Transport, P.O. Box 1480, Elko, NV 89801.

5. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall not make any improvements to the Parking Area without the prior written consent of the **City of Elko**.

(b) **Licensee** shall be responsible for maintaining the Parking Area in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Parking Area, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Parking Area, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Parking Area shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

6. **RIGHT OF ENTRY**: The **City of Elko** specifically reserves the right of entry upon the Parking Area by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

7. **INDEMNIFICATION**: Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

8. **TERMINATION**: The **City of Elko** reserves the right to terminate this License Agreement and the permission hereby given at any time and for any reason upon reasonable notice, which shall not be required to exceed thirty (30) days.

9. **GENERAL COVENANTS**:

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, ***provided***, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms "**City of Elko**" and "**Licensee**" shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

(m) Time is of the essence.

(n) **Licensee** shall comply with the requirements set forth in the document attached hereto at **Exhibit C** entitled "Civil Rights and Non-Discrimination."

**IN WITNESS WHEREOF**, the parties hereto have executed this license the day and year first above written.

**ELEVATION TRANSPORT**

**CITY OF ELKO**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**REECE KEENER, Mayor**

**Title:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE, City Clerk**

## EXHIBIT A

### LEGAL DESCRIPTION OF APN: 006-09G-008 LEASE AREA

All of Assessor's parcel number 006-09G-008, located in the west half of Section 20, Township 34 North, Range 55 East, M.D.B. & M., Elko County, Nevada, more particularly described as follows;

Commencing at a point along the northerly right-of-way of U.S. Highway 40, at the former location of a concrete monument at engineer's station L2 1404+11.90 which bears South 49°00'10" West, a distance of 7,741.28 feet from the Elko Regional Airport survey control monument "Cessna";

Thence, along said northerly right-of-way of U.S. Highway 40, South 54°11'02" West, a distance of 42.73 feet;

Thence, North 35°48'58" West, a distance of 700.00 feet, to the true Point of Beginning;

Thence, continuing North 35°48'58" West, a distance of 257.33 feet;

Thence, South 54°11'02" West, a distance of 125.00 feet;

Thence, South 35°48'58" East, a distance of 113.27 feet;

Thence, South 54°11'02" West, a distance of 258.25 feet;

Thence, South 35°48'58" East, a distance of 144.06 feet;

Thence, North 54°11'02" East, a distance of 383.25 feet, more or less, to the Point of Beginning.

Said parcel contains an area of ±69,370 square feet, or ±1.592 acres.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

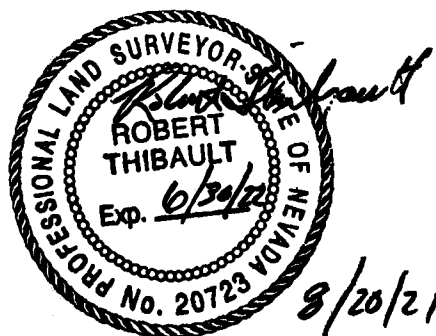
Elko Regional Airport survey control monument "Piper"

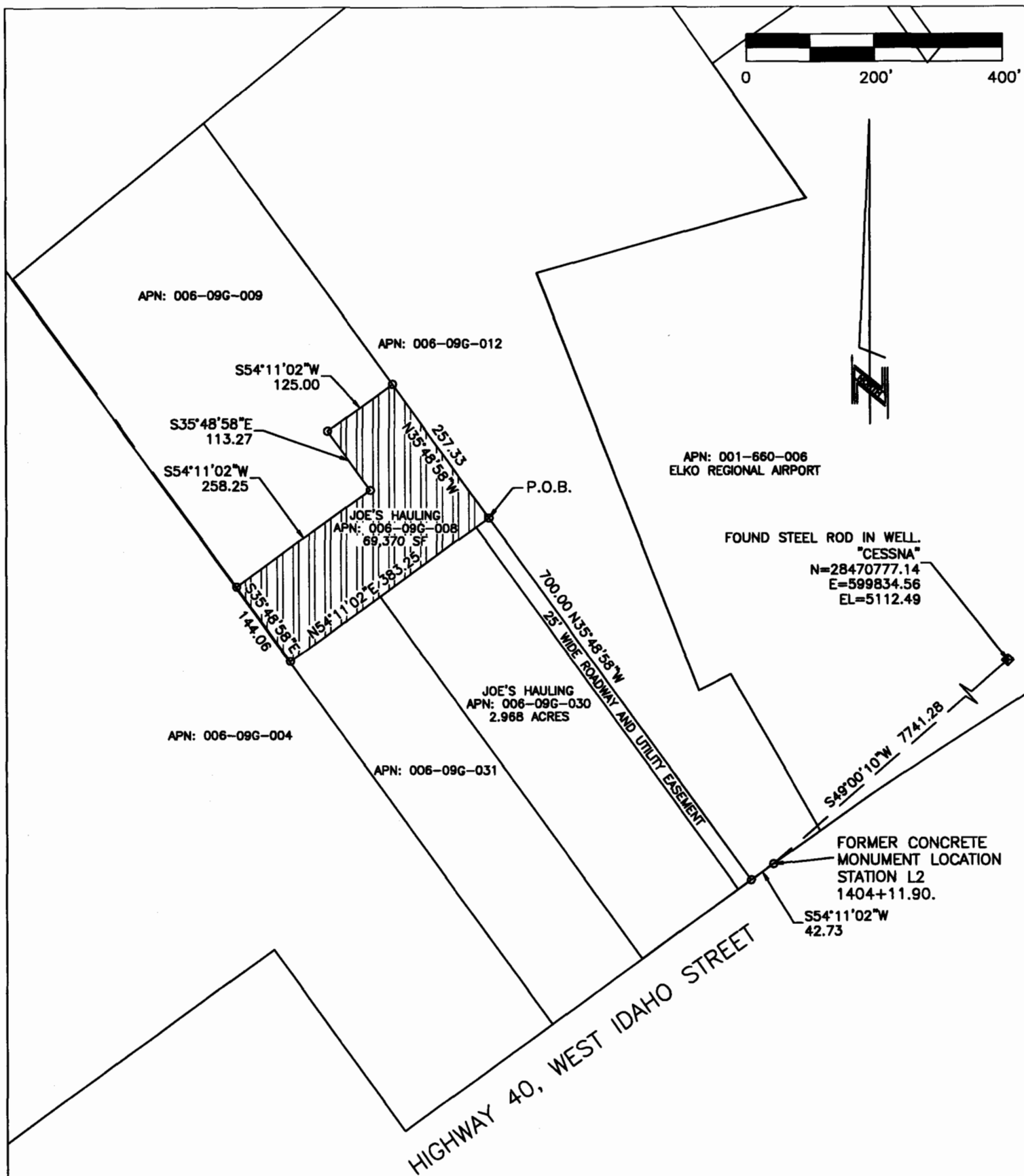
N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:  
Robert Thibault, PE, PLS  
City of Elko Civil Engineer





**SCALE**  
HORIZ. 1"=500'  
VERT. 1"=100'  
JOB NO.

**EXHIBIT B**  
**MAP OF LEASE AREA APN: 006-09G-008**  
**FOR THE ELKO REGIONAL AIRPORT**

DESIGNED BY: ST  
DRAWN BY: ACIO C30 3080  
CHECKED BY: ST  
DATE: 5/25/2021

IN SECTION 20, T 34 N,  
R 55 E, M.D.B.&M.  
U:\Reports\2015-Lease-writing\Sta\2015-LEASE-MONITOR-CONCRETE.dwg

Exhibit C

CIVIL RIGHTS NON-DISCRIMINATION

1. LICENSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as LICENSEE. This provision obligates LICENSEE for the period during which the property is used or possessed by LICENSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LICENSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. LICENSEE, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits

of, or otherwise be subjected to discrimination, (3) that LICENSEE will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, CITY will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, LICENSEE, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: LICENSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LICENSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LICENSEE of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: LICENSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LICENSEE will so certify to CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of LICENSEE'S noncompliance with the non-discrimination provisions of this Agreement, CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- E. Incorporation of Provisions: LICENSEE will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LICENSEE will take action with respect to any subcontract or procurement as CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LICENSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LICENSEE may request CITY to enter into any litigation to protect the interests of CITY. In addition, LICENSEE may request the United States to enter into the litigation to protect the interests of the United States.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a termination agreement between the City of Elko and Joe's Hauling LLC for APN 006-09G-030, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Elevation Transport contacted staff regarding entering into a lease with the City of Elko for a parcel referred to as APN 006,09G-030, which is currently leased to Joe's Hauling. Joe's Hauling informed City Staff that it was interested in terminating its lease for this parcel. Joe's Hauling is no longer in business. JF**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Termination agreement, DPOA letter**
9. Recommended Motion: **Motion to approve the termination agreement for APN 006-09G-030.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:  
  
Natalie Spicer  
spicer@hughes.net

**AGREEMENT TO TERMINATE NON-EXCLUSIVE LICENSE AGREEMENT**  
**(Airport Land)**

**THIS AGREEMENT TO TERMINATE NON-EXCLUSIVE LICENSE AGREEMENT (AIRPORT LAND)** ("Termination Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the **CITY OF ELKO, a special charter municipal corporation of the State of Nevada ("City of Elko")**, and **JOE'S HAULING LLC, a Nevada limited-liability company ("Joe's Hauling")**.

**R E C I T A L S**

**WHEREAS**, on April 1, 2011, the Parties entered into a Non-Exclusive License Agreement (Airport Land) ("License Agreement") for the property more fully described at **Exhibit A** and shown on the map at **Exhibit B**, identified as APN 006-09G-030 (hereinafter the "Premises").

**WHEREAS**, the Parties have determined that it is in their mutual interest to terminate the License Agreement pursuant to the terms and conditions of this Termination Agreement;

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Termination Agreement, the parties agree as follows:

1. The License Agreement is terminated as of the Effective Date, and the City of Elko and Joe's Hauling are released from their respective obligations under the License Agreement, subject to the terms and conditions set forth below.
2. Joe's Hauling will remove its personal property from the Premises within five (5) days of the Effective Date.
3. There shall be no refund, proration, offset or deduction of fees paid for the Premises.
4. This Termination Agreement constitutes the entire agreement between the Parties with respect to the Premises and supersedes all prior agreements, offers and negotiations pertaining thereto, and may not be amended except by an agreement in writing signed by the Parties.
5. This Termination Agreement may not be assigned or transferred without the prior written consent of the other Party.
6. This Termination Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, assigns and successors, subject to the restriction on assignment.

7. This Termination Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada and, in the event of a breach of this Termination Agreement by any of the Parties, the other Party shall have all remedies at law or equity provided by the laws of the State of Nevada. Jurisdiction and venue for all actions relating to or arising from this Termination Agreement shall be in Elko, Nevada.

8. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms of this Termination Agreement.

9. All terms, conditions, covenants, agreements, representations and warranties contained herein shall survive the termination of the License Agreement.

10. Time is of the essence.

11. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination Agreement.

12. In the event one or more of the provisions or portions of this Termination Agreement is determined to be illegal or unenforceable, the remainder of the Termination Agreement shall not be affected thereby and each remaining provision or portion shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

13. The Parties agree that this Termination Agreement may be executed by facsimile, electronic or PDF scanned signatures sent by electronic mail, which shall have the same effect as original signatures of the Parties.

14. The Parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Termination Agreement.

15. This Termination Agreement is solely between the Parties who are signatory hereto, and the terms and conditions of this Termination Agreement are not intended to confer rights upon any party or entity not a signatory hereto.

16. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Termination Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Termination Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

17. As used in this Termination Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

18. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Termination Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each Party hereto execute the same counterpart, so long as identical counterparts are executed by all Parties.

The Parties have executed this Termination Agreement on the Effective Date.

**CITY OF ELKO**

**JOE'S HAULING LLC**

By: \_\_\_\_\_  
**REECE KEENER, MAYOR**

By: \_\_\_\_\_

**ATTEST:**

Its: \_\_\_\_\_

\_\_\_\_\_  
**KELLY WOOLDRIDGE, CITY CLERK**

# **EXHIBIT A**

Exhibit A  
Legal Description

APN 006-09G-030

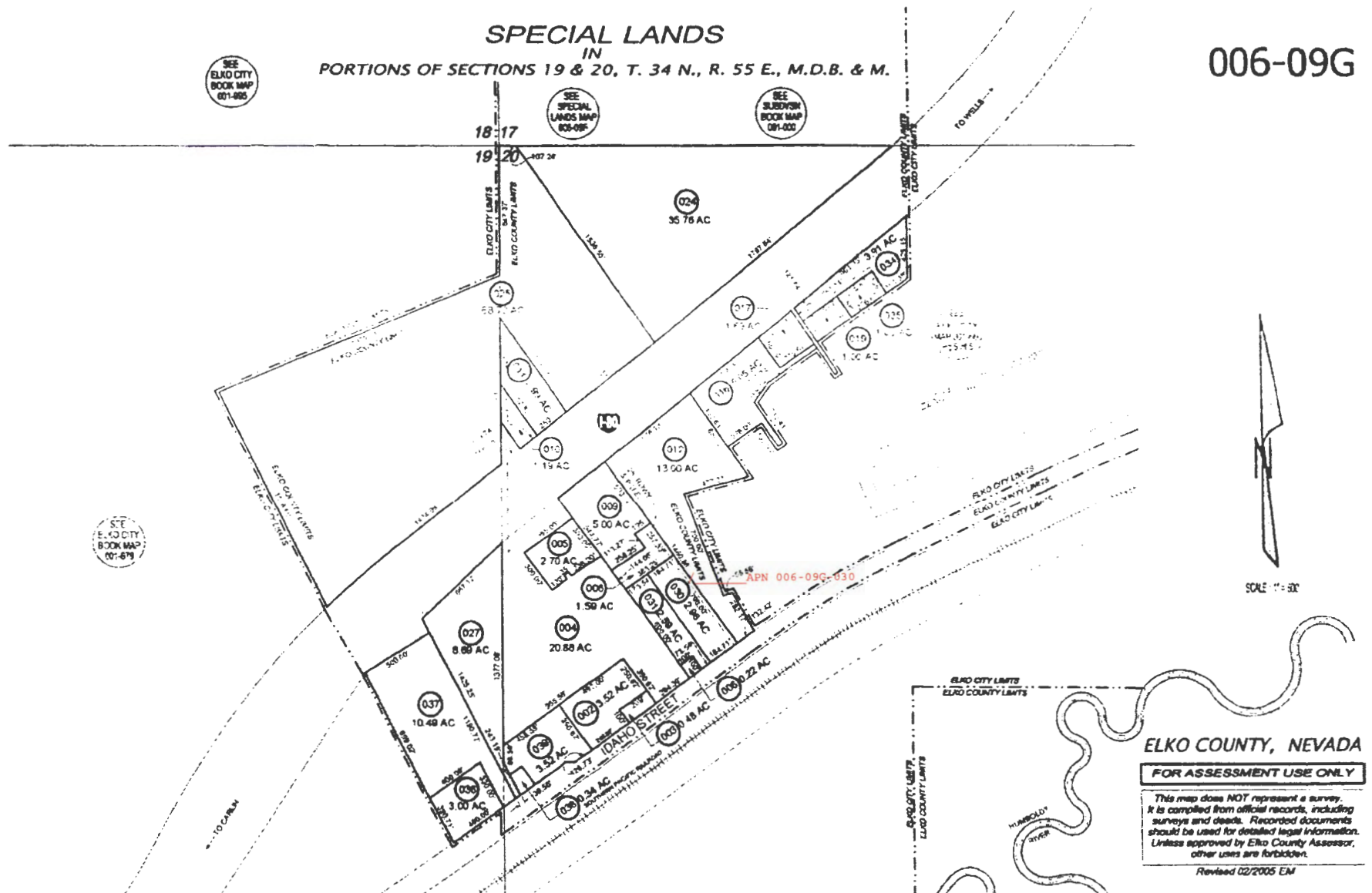
Located at the West end of the Elko Regional Airport consisting of one (1) parcel. The parcel is described as Assessor Parcel Number 006-09G-030. Commencing at a point on the North R/W of SR 535 (US Hwy 40) the Southeast corner of said parcel the point of beginning; Thence Southwest along the R/W of SR 535 for a distance of approximately 184.71 feet to Corner No. 2; Thence Northwest a distance of approximately 700 feet to Corner No. 3; Thence Northeast a distance of approximately 184.71 feet to Corner No. 4; Thence Southeast a distance of approximately 700 feet to the Point of Beginning. The area of lease contains 2.96 Acres, more or less.

# **EXHIBIT B**

# SPECIAL LANDS

IN  
PORTIONS OF SECTIONS 19 & 20, T. 34 N., R. 55 E., M.D.B. & M.

006-09G



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval to advertise a request for proposals to operate the Food/Beverage Concession area at the Elko Regional Airport, and matters related thereto. JF**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The airport would like to advertise to the public for proposals to operate the Food & Beverage Concession in the airport terminal. Any successful bids for a new contract will be negotiated and brought before the City Council for final approval.**
6. Budget Information: **N/A**  
Appropriation Required:  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **RFQ proposal documentation for the Airport Food & Beverage Concession.**
9. Recommended Motion: **Motion to authorize staff to solicit bids for the Food/Beverage Concession at the Elko Regional Airport.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

## INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a "turn-key" Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages Disadvantaged Business Enterprise (DBE) and Women Owned Business (WBE) participation.

Request for Proposal (RFP) and contract documents are available from the City Clerk, 1751 College Avenue, Elko, Nevada 89801, (775) 777-7126, during normal working hours or may be obtained through written request to the above address. Please also view City of Elko Bids online at:

[http://www.elkocity.com/government/bidding\\_opportunities/index.php](http://www.elkocity.com/government/bidding_opportunities/index.php)

Proposals must be received by Kelly Wooldridge, City Clerk City of Elko, 1751 College Avenue, Elko, Nevada 89801, **no later than 5:00 p.m., local time October 1 , 2021.** **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, September 27, 2021 at the Elko Regional Airport.

Late Proposals will not be accepted.

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Kelly Wooldridge, City Clerk

Publish: September 15 , 2021



**REQUEST FOR PROPOSALS**

**FOR**

**FOOD/BEVERAGE CONCESSION**

**AT**

**ELKO REGIONAL AIRPORT**

**ELKO, NEVADA**

**September 2021**

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## I. INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages DBE & WBE participation.

Request for Proposal (RFP) and contract documents are available from the City Clerk, 1751 College Avenue, Elko, Nevada 89801, (775) 777-7126, during normal working hours or may be obtained through written request to the above address. Please also view City of Elko Bids online at:

[http://www.elkocity.com/government/bidding\\_opportunities/index.php](http://www.elkocity.com/government/bidding_opportunities/index.php).

Proposals must be received by Kelly Wooldridge, City Clerk, City of Elko, 1751 College Avenue, Elko, Nevada 89801, 5:00 pm, local time, October 1, 2021. **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, September 27, 2021 at the Elko Regional Airport.

Late Proposals will not be accepted.

## II. GENERAL DESCRIPTION OF PRIVILEGES

Elko Regional Airport serves the regional area of Northeastern Nevada providing service Elko County with a population 52,470. Commercial, freight, and passenger services are provided by SkyWest Airlines, and Ameriflight, LLC. Fixed-base operations provide a wide range of services including general airframe and engine maintenance and charter services, helicopter charter, flight instruction and fuel. Currently, three national car rental agencies serve the traveling public from the passenger terminal.

Elko Regional Airport includes a terminal that is over 20,000 square feet. In addition to a restaurant/bar concession, the facility includes a pay parking system, public airport WIFI, ATM, vending, and museum displays.

Approximately 1,074 square feet in the Terminal Building has been allocated to the Food/Beverage Concession. This concession will involve the right and obligation to provide food and beverage (both alcoholic, if desired and non-alcoholic) services to the public in the Terminal Building, including in-flight, Terminal, and local catering. The concession will include a restaurant and bar area. The restaurant and bar are located in the center of the terminal serves the non-secure side of the terminal. The existing vending operations will remain a function of airport administration. New vending equipment or new vending sales opportunities can be included in the proposal and can be an element of the Concessionaire agreement with the Airport should airport vending be of interest.

The City of Elko is interested in encouraging a range of qualified proposals from experienced food and beverage operators which will allow the City to select the best Proposal for the City and its Airport patrons. The City desires to allow operators of food and beverage services to identify in their proposals the best service options based on (1) their experience (previous training and demonstrated business acumen), (2) the financial investment required, and (3) the market to be served through the concession space. Qualified bidders are highly encouraged to expand food and beverage service to include patrons beyond airport customers. The City wishes proposers to submit proposals which identify the proposed menu, initial pricing, type of service and all of the particulars of delivery of service.

For the term of this Agreement CONCESSIONAIRE shall pay to CITY, a percentage fee beginning on commencement of the term and for each month thereafter. The percentage fee shall be 5% on the first \$5,000, 7½% on \$5,001 to \$10,000, and 10% on all over \$10,000 of gross receipts under this Agreement.

The term of this Concession Agreement is five (5) years.

The City will provide a common-use trash compactor or dumpsters with scheduled trash collection for the Airport tenants and concessionaires.

### **III. INSTRUCTIONS TO PROPOSERS**

#### **A. General**

1. Any Proposal submitted as provided herein shall be subject to negotiation at option of the City. Submission of a Proposal shall obligate the Proposer to enter into a Concession Agreement with the City for the operation of the concession proposed upon in accordance with the content of the Proposal. It is specifically understood that the City can accept any Proposal in its entirety without negotiation and the Proposer shall be obligated to enter into a Concession Agreement with the City reflecting that Proposal.
2. The City shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.
3. Any and all Concession Agreements arising out of Proposals submitted hereunder and negotiations that follow shall not be binding or valid against the City, its officers, employees or agents unless executed by the City and the Successful Proposer in accordance with applicable laws.
4. All proposers must apply and obtain a current business license with the City of Elko and conform to Nevada Revised Statutes Chapter 446-Food Establishments. If serving alcohol, all proposers must comply with City of Elko Liquor License.

**B. Preparation of Proposals:** Proposals must be submitted on the Proposal Form provided as *Exhibit "A"* in the RFP Documents.

Proposals shall be complete and free from ambiguity, without alterations or erasures. All blank spaces on the Proposal Form must be filled in, and the Proposal Form shall be properly signed in ink by the Proposer or its legally authorized officer or agent. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

**C. Examination of Proposal Specifications:** The submission of a Proposal shall be considered evidence that the Proposer has investigated all the conditions related to the concession as described in the RFP Documents and the Proposer is aware of the circumstances, procedures, and requirements affecting the conduct of the concession, as well as the Concession Agreement to be entered into. The attention of the Proposer is specifically directed to, and the Proposer will be conclusively presumed to have read and become familiar with all the RFP Documents. No claim for adjustment of the provisions of the Concession Agreement and specifically with regard to privilege fees and other payments required hereunder shall be honored after execution on the ground that Proposers were not fully informed as to the conditions which exist.

**D. Addenda and Interpretation:** No verbal interpretation made to any Proposer as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing and delivered to the City Clerk, City of Elko, 1751 College Avenue, Elko, NV 89801. All such requests must be received at least ten (10) days before the established time for receipt of Proposals. Any response by the City to a request by a Proposer for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have been issued not later than five (5) calendar days prior to the deadline for receiving Proposals. All Addenda so issued shall become part of the RFP Documents. The City will not be responsible for any oral instructions, interpretations or explanations.

**E. Disqualification and Rejection of Proposal:** Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of the Proposal:

1. Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among Proposers.
3. A Proposer's default or arrearage under any previous existing agreement with the City.
4. Existence of any unresolved claims between the Proposer and the City.

5. The City reserves the right to reject any and all Proposals for any reason or for no reason.

**F. Informal Proposals:** The City may consider non-responsive any Proposal not prepared and submitted in accordance with the provisions of the RFP Documents. Any alteration, omission, addition or any unauthorized conditions, limitations or provisions attached to a Proposal may render it non-responsive and may be sufficient cause for its rejection. The City may also consider the Proposal non-responsive and may reject it if:

1. The Proposal Form furnished herein is not used or is altered.
2. There are alternate Proposals submitted which were not called for or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
3. The privilege fees contained in the Proposal are obviously unbalanced either in excess of or below reasonable cost analysis values.
4. Any documents necessary for Proposal purposes are not complete, are improperly executed or are missing.

The City specifically reserves the right to reject any Proposal and the right to waive technicalities if such waiver is in the best interests of the City.

**G. Withdrawal of Proposal:** No Proposal may be withdrawn after it has been submitted to the City unless the Proposer so requests by letter or telegram and such request is received by the City prior to the last date set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

**H. Evaluation of Proposals:** Each Proposal received will be fully evaluated. The determining considerations in the award of the privilege(s) will include, but not necessarily be limited to:

1. The experience and financial responsibility of the Proposer. Must provide proof and documentation of experience/financial resources to sustain opening a restaurant concession it is first 6 months of operations as one builds a customer base.
2. The type of food/beverage services (including menus) to be offered.
3. The proposed management structure and operation program.
4. The proposed investment in the space.
5. Ability or desire to provide Food delivery service and a take-out menu service

6. Advertising investment for first year startup operation

7. Ability to provide meal service twice daily for 5 days a week

**I. Award of Privilege(s):** The City will select the Proposal which in the City's sole judgment is deemed most advantageous to the public and the City even though such Proposal may not offer the highest direct financial return. The City reserves the right to reject any or all Proposals or to negotiate for the modification of any Proposal with its Proposer.

Proposer to whom a concession privilege is awarded shall within fifteen (15) days of the date of the receipt of the final Concession Agreement negotiated between the Proposer and the City deliver said Concession Agreement fully executed along with the evidence of insurance coverage required in the Concession Agreement. All such documents must be executed and delivered by the Proposer and approved by the City before the Concession Agreement will be executed and returned to the Proposer by the City. The City reserves the right to cancel the award without liability, any time before the Concession Agreement has been fully executed by both parties.

Failure upon the part of any Proposer to whom a concession privilege has been awarded to execute and deliver the Concession Agreement and other documents required above within fifteen (15) days after the date of written notice of award shall be just cause for cancellation of the award by the City. The award of the concession may be made to another Proposer or all Proposals rejected at the City's sole discretion.

*EXHIBIT "A"*

**FOOD/BEVERAGE CONCESSION PROPOSAL FORM  
Elko Regional Airport, Elko, Nevada**

Please note: This form must be completed in full as a condition of the Proposal. Indicate "none" where applicable. *(One may use another sheet to answer in full. Please note See Attachment in field when referencing additional materials for a response)*

1. Name and Address of Proposer.
2. Name, Place and Date of Incorporation (if applicable):
3. Evidence that Proposer meets the minimum requirements:
  - a. Number of years of experience in managing and operating a food and beverage service or retail establishment.
  - b. Proposers shall provide references for the experience cited, including the name of the operation, address, contact person, telephone number.
  - c. Evidence of ability to meet minimum financial investment and performance requirements.
  - d. The components of the minimum financial investment and performance requirements to advertise, staff and meet business hour commitments required under the Concessionaire Agreement (minimum of 2 meal services daily, 5 days a week).
4. Operation of Premises:
  - a. Attach a description of the management structure to be used in the operation of the Concession. Charts, diagrams and descriptive materials as desirable or appropriate may be used to expand or clarify.
  - b. Attach a description of the marketing program proposed for use in operations, with emphasis on measures designed to obtain maximum patronage. Use attachments as may be desirable.
  - c. Attach a schedule of proposed menu items for the restaurant service proposed, including non-alcoholic and alcoholic beverages (indicating portion size,

suggested price, and name brands). Alcoholic beverages are not required for sale if such beverages are against religious or personal beliefs of the respondent.

**5. Conditions of Proposal Submitted:**

Submission of this Proposal constitutes a firm offer to the City and may be accepted by the City at any time prior to ninety (90) days after deadline for submitting.

The City may, at its option, accept a Proposal as submitted. In this event, the City will notify such Proposer by certified mail. The City will, with said notice, transmit to Proposer an executed copy of the Concession Agreement containing any alternate language proposed by Proposer and accepted by the City. Proposer agrees to deliver the duly executed Concession Agreement to the City within fifteen (15) days from the date of mailing of said notice and Concession Agreement, and the certificate of insurance provided for in said Concession Agreement.

If any of the language or information in this Proposal conflicts with the language of the Concession Agreement it is agreed that the language of said Concession Agreement will govern.

**6. Addenda:**

The undersigned acknowledge receipt of the Addenda as listed below represents that any additions or modifications to or deletions from the terms called for in these Addenda are included in this Proposal.

Addenda # \_\_\_\_\_ Date \_\_\_\_\_

**7. Acknowledgement of Proposal Required:**

The submittal of this Proposal is the duly authorized official act of the Proposer and the undersigned officer of Proposer is duly authorized and designated by resolution of Proposer to execute this Proposal on behalf of and as the official act of Proposer, the day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "B"

AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn upon oath, deposes and says:

Individual Only: That he is an individual doing business under the name of \_\_\_\_\_

at \_\_\_\_\_ in the City of \_\_\_\_\_ State of \_\_\_\_\_.

Partnership Only: That he is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_ State of \_\_\_\_\_.

Corporation Only: That he is the duly authorized, qualified and acting \_\_\_\_\_ of, a corporation, organized and existing under the laws of the State of \_\_\_\_\_.

Partnership Only: Applicant further states that the following is a complete and accurate list of the names and addresses for the members of said partnership:

Name/Address

Corporation Only: Applicant further states that the following is a complete and accurate list of the names and addresses of the officers and directors of said corporation:

Name/Address

President

Vice President

Secretary

Treasurer

Directors

And, that the following officers are dully authorized to execute contracts on behalf of said corporation:

Applicant further states that the bid approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one other than representatives of its Licensor to fix the bid price of said Proposer or of any other Proposer; that all statements contained in such bid are true; that said Proposer has not, directly or indirectly, submitted his bid price or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except representatives of its Licensor.

Signature \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED AND SWORN to me this \_\_\_\_ day of 2021.

Notary Public for the State of Nevada

Notary Signature: \_\_\_\_\_

NOTARY Commission expires: \_\_\_\_\_(Date)



**EXHIBIT "C"**  
**FOOD AND BEVERAGE EQUIPMENT SUPPLIED BY ELKO REGIONAL AIRPORT**

<b>QUANTITY</b>	
<b>1</b>	<b>SUPERA WARMING LIGHTS</b>
<b>2</b>	<b>KIDDE BC RATED FIRE EXTINGUISHER</b>
<b>1</b>	<b>COKE PRODUCT DISPENSER</b>
<b>1</b>	<b>ICE-OMATIC MODEL ICEU22OHA ICE MAKER</b>
<b>1</b>	<b>SUPREME METAL NSF STANDING ICE BIN</b>
<b>1</b>	<b>BEVERAGE AIR MODEL BW79-B BOTTLE COOLER</b>
<b>1</b>	<b>SUPERIOR MODEL SP60-6 2 48" SANDWICH PREP TABLE</b>
<b>1</b>	<b>AMANA MODEL RFS11B COMMERCIAL MICROWAVE</b>
<b>1</b>	<b>SUPERIOR MODEL W4-2 WELL WARMER</b>
<b>1</b>	<b>LINCOLN REDCO LETTUCE SLICER</b>
<b>1</b>	<b>EMPLOYEE BULLETIN BOARD</b>
<b>1</b>	<b>6 FT STAINLESS HARWOOD PREP TABLE</b>
<b>7</b>	<b>RESTAURANT TABLES</b>
<b>36</b>	<b>RESTAURANT CHAIRS</b>
<b>8</b>	<b>RESTAURANT BAR STOOLS</b>
<b>2</b>	<b>HOODMART 26.5 INCH WIDE VENTLESS PORTABLE HOOD</b>
<b>1</b>	<b>ADMIRAL CRAFT DF 6L/2 22" DOUBLE COUNTERTOP FRYER</b>
<b>1</b>	<b>ADVANCE TABCO MODEL TT-304-X 48" X 30" STAINLESS TABLE</b>
<b>1</b>	<b>EURODIB MODEL HBS-250L 10 INCH LIGHT DUTY MEAT SLICER</b>
<b>1</b>	<b>ADMIRAL CRAFT MODEL GRID24 24 INCH GRIDDLE</b>
<b>1</b>	<b>WARING MODEL CTS1000 COMMERCIAL CONVEYOR TOASTER</b>
<b>1</b>	<b>WARING MODEL WCO500X 23 INCH HEAVY DUTY CONVECTION OVEN</b>
<b>1</b>	<b>BENCHMARK USA MODEL 60048 HOT DOG STEAMER</b>
<b>1</b>	<b>ADVANCE TABCO MODEL TT-240-X 30" X 24" STAINLESS TABLE</b>
<b>2</b>	<b>FOCUS FOODSERVICE MODEL FMK1836694CH 36 INCH MOBILE FOOD STORATE RACK</b>
<b>1</b>	<b>DISPENSE-RITE WR-CT-4 4 SECTION BEVERAGE CUP DISPENSING RACK</b>
<b>1</b>	<b>DISPENSE-RITE FML-4 4 COMPARTMENT BEVERAGE LID DISPENSER</b>
<b>2</b>	<b>DURABLE PLASTIC TRASH CANS</b>
<b>1</b>	<b>NEW PORTABLE MOP BUCKET AND NEW MOP</b>
<b>1</b>	<b>INTERNATIONAL MODEL MKRBD2432 MENU BOARD WITH EASEL</b>
<b>1</b>	<b>INTERNATIONAL THP 2 STATION COFFEE POT WARMER</b>
<b>1</b>	<b>BOARD DUDES GLASS DRY ERASE BOARD 4 FT BY 3 FT MENU</b>
<b>1</b>	<b>Update International (APB-1424FD) - 4 Tray Display Case</b>

EXHIBIT "D" (Cont.)  
FOOD AND BEVERAGE EQUIPMENT **NOT** SUPPLIED BY ELKO REGIONAL  
AIRPORT

QUANTITY	
1	COMMERCIAL GRADE REFRIGERATOR
1	COMMERCIAL GRADE FREEZER

EXHIBIT "D"  
AIRPORT FOOD & BEVERAGE PHOTOS



EXHIBIT "E"  
SERVICES SUPPLIED BY AIRPORT UNDER CONCESSIONAIRE AGREEMENT

1. All utilities including water, sewer, trash (solid waste only), electricity, and natural gas, free WIFI for customers, Satellite TV subscription.
2. Hull insurance (building and capital equipment listed in Exhibit "E")
3. Insect and rodent pest control in restaurant areas on continual basis
4. Annual maintenance of ventless hood per operating manual
5. All repair costs associated with items in listed Exhibit "E" and repairs to plumbing, HVAC, power, and gas service to the restaurant concession area
6. Annual Fire Extinguisher and Fire Suppression Service per Elko City Building Code
7. Building Code Compliance and Fire Marshal Compliance as directed

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Humanitarian Campground Rules require revision to reflect to address expansive campsites due to garbage collection and the difficulty in mandating Fire Department inspection and approval of woodstoves or similar device. SAW**
6. Budget Information:  

Appropriation Required: **NA**  
Budget amount available: **NA**  
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revised Humanitarian Campground Rules.**
9. Recommended Motion: **Move to approve the revised Humanitarian Campground Rules.**
10. Prepared by: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal, Fire Department**
12. Council Action:
13. Agenda Distribution:

# ELKO HUMANITARIAN CAMPGROUND

## RULES AND REGULATIONS

The City of Elko manages the Elko Humanitarian Campground to meet the needs of people needing a place to stay in the Elko area when they don't have a home or other place to go. In order to help us help you, you will have to follow some basic rules. That way, the Elko Humanitarian Campground will be a clean, safe place for all its residents!

- All campers will need to register with Elko F.I.S.H. There is no charge for using the campground.
- Elko F.I.S.H. will assign campsites and reserves the right to reassign campsites. Campers shall not relocate to unassigned camp sites without the consent of F.I.S.H or volunteer persons designated by FISH to assist in the assignment of camp sites.
- Campers must comply with all laws and City Codes.
- All dogs must be secured within a kennel or be restrained completely within the perimeter of your campsite by a lead anchored to the ground. Dogs must be licensed and current on vaccinations.
- Wind breaks no higher than four (4) feet in height are allowed.
- You may not erect structures. For example, hard materials, such as boards or plywood, cannot be used to make shelters. The only shelters that are allowed are tents and similar temporary enclosures. Tents may be erected on a platform made of plywood or other material. Tents must be at least three (3) feet from the edge of the campsite.
- Tent size is limited to no more than 20 feet x 20 feet.
- Your camp area may not exceed 35 feet x 35 feet.
- Wood stoves or similar devices are prohibited unless installed in a proper manner in a tent designed for that purpose. ~~and inspected and approved by the City of Elko Fire Department.~~ Any wood stove or similar device deemed unsafe by the City of Elko, in its discretion, shall not be used.
- You must keep your campsite clean, orderly and free of litter and trash. You may not scatter possessions, litter or other items outside of your tents. You may not utilize tarps attached to your tent to cover litter, trash and/or other items that are in disrepair and/or not in working order. Working and usable items such as grills utilized for cooking and operational bicycles are allowed outside of tents.
- No trespassing is allowed upon other campsites without permission from the occupants of those campsites.
- You may only cook using fire areas (no larger than two feet in diameter), burners or grills located within your campsite.
- All woodstoves or similar devices, fires and operating burners and grills must be attended at all times when in use.

All fires must be properly extinguished after use.

The campground is for tent camping. No personal vehicles are allowed within the camping area and you may not park or store a vehicle or trailer at a designated campsite. Occupancy of RV's, camp trailers, truck campers or vehicles of any type is not allowed at or near the campground, including in the parking area and on the street. The campground parking lot is reserved for parking of campers' personal vehicles. All vehicles in the parking area must be registered and operable.

Food, shower and other services are provided at the Elko F.I.S.H. Thrift Store located at 821 Water Street. Transportation may be available at certain times.

If you are able to do so, please help with group chores.

Campers may not scavenge from trash receptacles or dumpsters at the campground.

Campers may not use the perimeter fence for any reason.

Campers must cross the railroad tracks only at designated rail crossings and campers shall not use the railroad right-of-way to travel to or from the campground.

You may not cause a nuisance to others. If you are bothering other campers and don't stop when asked, you may be asked to leave the campground.

Your pet may not cause a nuisance to others. If your pet is bothering other campers and you cannot or do not control your pet, you may be asked to leave the campground, or Elko Animal Control may be called.

You must clean up after your pet and place all animal waste in trash receptacles or dumpsters.

Glass containers are prohibited.

Destruction or damage to camp facilities may result in expulsion from the campground and/or possible arrest.

If the City of Elko observes a violation of these rules, you will be given written notice and an opportunity to fix the violation. If you fail to fix the violation as requested, you will be given written notice to instructed to leave and the camp-ground. ~~If you then fail to leave the camp-ground do so~~ after being given written notice, you will be in trespass and subject to arrest for trespassing.

The Elko Humanitarian Campground is the only City-owned property in Elko where overnight camping is allowed without a permit or license. ***Please be kind and respectful to others, and help make it a success for everyone!***

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a termination agreement between the City of Elko and Rodrigo Mata-Gonzales, dba Grandpa's Tacos, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **In March 2020, the City of Elko entered into a concession agreement with Rodrigo Mata-Gonzales, dba Grandpa's Tacos to open a restaurant in the airport terminal building. Due to the Covid pandemic, start dates to open the restaurant were continually pushed back and it eventually became apparent that opening the restaurant in the terminal would not happen. Staff believes it would be in the best interest of the City to terminate the concession agreement with Grandpa's Tacos to make the space available for another business. JF**
6. Budget Information:
  - Appropriation Required: **NA**
  - Budget amount available: **NA**
  - Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Termination agreement**
9. Recommended Motion: **Motion to approve the termination agreement with Rodrigo Mata-Gonzales dba Grandpa's Tacos**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:

**AGREEMENT TO TERMINATE CONCESSION AGREEMENT FOR  
FOOD AND BEVERAGE AT THE ELKO REGIONAL AIRPORT**

**THIS AGREEMENT TO TERMINATE CONCESSION AGREEMENT FOR FOOD AND BEVERAGE AT THE ELKO REGIONAL AIRPORT** ("Termination Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the CITY OF ELKO, a special charter municipal corporation of the State of Nevada ("City of Elko"), and RODRIGO MATA-GONZALES, D/B/A GRANDPA'S TACOS ("Grandpa's Tacos").

**R E C I T A L S**

**WHEREAS**, on March 10, 2020, the Parties entered into a Concession Agreement for Food and Beverage at the Elko Regional Airport ("Concession Agreement") for the area consisting of approximately 1,074 square feet in the Terminal Building at the Elko Regional Airport allocated to the Food/Beverage Concession (hereinafter the "Premises").

**WHEREAS**, the Parties have determined that it is in their mutual interest to terminate the Concession Agreement pursuant to the terms and conditions of this Termination Agreement;

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Termination Agreement, the Parties agree as follows:

1. The Concession Agreement is terminated as of the Effective Date, and the City of Elko and Grandpa's Tacos are released from their respective obligations under the Concession Agreement, subject to the terms and conditions set forth below.
2. Grandpa's Tacos will remove its personal property from the Premises within five (5) days of the Effective Date.
3. There shall be no refund, proration, offset or deduction of fees paid for the Premises.
4. This Termination Agreement constitutes the entire agreement between the Parties with respect to the Premises and supersedes all prior agreements, offers and negotiations pertaining thereto, and may not be amended except by an agreement in writing signed by the Parties.
5. This Termination Agreement may not be assigned or transferred without the prior written consent of the other Party.
6. This Termination Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, assigns and successors, subject to the restriction on assignment.

7. This Termination Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada and, in the event of a breach of this Termination Agreement by any of the Parties, the other Party shall have all remedies at law or equity provided by the laws of the State of Nevada. Jurisdiction and venue for all actions relating to or arising from this Termination Agreement shall be in Elko, Nevada.

8. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms of this Termination Agreement.

9. All terms, conditions, covenants, agreements, representations and warranties contained herein shall survive the termination of the Concession Agreement.

10. Time is of the essence.

11. Both Parties have consulted with or have had the opportunity to consult with legal counsel prior to executing this Termination Agreement. Accordingly, the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination Agreement.

12. In the event one or more of the provisions or portions of this Termination Agreement is determined to be illegal or unenforceable, the remainder of the Termination Agreement shall not be affected thereby and each remaining provision or portion shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

13. The Parties agree that this Termination Agreement may be executed by facsimile, electronic or PDF scanned signatures sent by electronic mail, which shall have the same effect as original signatures of the Parties.

14. The Parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Termination Agreement.

15. This Termination Agreement is solely between the Parties who are signatory hereto, and the terms and conditions of this Termination Agreement are not intended to confer rights upon any party or entity not a signatory hereto.

16. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Termination Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Termination Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

17. As used in this Termination Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others

whenever the context so indicates.

18. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Termination Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each Party hereto execute the same counterpart, so long as identical counterparts are executed by all Parties.

The Parties have executed this Termination Agreement on the Effective Date.

**CITY OF ELKO**

**GRANDPA'S TACOS**

By: \_\_\_\_\_  
**REECE KEENER, MAYOR**

\_\_\_\_\_  
**RODRIGO MATA-GONZALES, D/B/A  
GRANDPA'S TACOS**

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE, CITY CLERK**

## INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a "turn-key" Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages Disadvantaged Business Enterprise (DBE) and Women Owned Business (WBE) participation.

Request for Proposal (RFP) and contract documents are available from the City Clerk, 1751 College Avenue, Elko, Nevada 89801, (775) 777-7126, during normal working hours or may be obtained through written request to the above address. Please also view City of Elko Bids online at:

[http://www.elkocity.com/government/bidding\\_opportunities/index.php](http://www.elkocity.com/government/bidding_opportunities/index.php)

Proposals must be received by Kelly Wooldridge, City Clerk City of Elko, 1751 College Avenue, Elko, Nevada 89801, **no later than 5:00 p.m., local time October 1, 2021.** **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, September 27, 2021 at the Elko Regional Airport.

Late Proposals will not be accepted.

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Kelly Wooldridge, City Clerk

Publish: September 15, 2021

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution 26-21, a resolution establishing administrative fines associated with the enforcement of Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management). FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **Title 9, Chapters 6, 7, and 8 were recently updated with new enforcement regulations and procedures. Several sections of these chapters reference an administrative fine possibly being imposed upon issuance of a Notice of Violation or a Stop Work Order. This fine is indicated as being set by Resolution of the City Council. The cost of Staff time for the average Notice of Violation and Stop Work Order was calculated and Staff has determined that a fine of \$500 would be appropriate and justifiable. MR**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution 26-21; City of Elko Code Sections 9-6-13, 9-7-9, and 9-8-7 (for reference)**
9. Recommended Motion: **Adopt Resolution No. 26-21**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:

Upon introduction and motion by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_, the following Resolution and Order was duly passed and adopted:

**CITY OF ELKO  
RESOLUTION NO. 26-21**

**A RESOLUTION ESTABLISHING ADMINISTRATIVE FINES ASSOCIATED WITH  
THE ENFORCEMENT OF TITLE 9, CHAPTER 6 (ILLEGAL DISCHARGE AND  
CONNECTION TO STORMWATER), CHAPTER 7 (CONSTRUCTION SITE RUNOFF  
CONTROL), AND CHAPTER 8 (POSTCONSTRUCTION RUNOFF CONTROL AND  
WATER QUALITY MANAGEMENT) OF THE ELKO CITY CODE**

**WHEREAS**, Elko City Code Title 9, Chapters 6, 7 and 8 above were recently revised in conformance with an audit conducted by the Nevada Department of Environmental Protection and the United States Environmental Protection Agency in August of 2020; and

**WHEREAS**, Sections 9-6-13(A)(5), 9-7-9(A)(3), 9-8-7(A)(3), 9-6-13(B), 9-7-9(B), and 9-8-7(B) allow the city to require the payment of a fine to cover administrative and remediation costs; and

**WHEREAS**, these fines are to be established by Resolution of the City Council; and

**WHEREAS**, the fines represent a reasonable estimate of administrative and remediation costs actually incurred by the City of Elko, as set forth in the following table:

Cost per Inspection/Violation			
Item	Cost/Unit	Units Used	Total Cost
Inspection & Confer with Supervisor	\$ 59.00	1.5 hr	\$ 88.00
Supervisor	\$ 65.00	.5 hr	\$ 32.50
Documentation	\$ 59.00	3/4 hr	\$ 44.25
Cost Per Inspection			\$ 164.75
Average 3 Inspections Per Violation			\$ 494.25 (Plus incidentals)

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ELKO** as follows:

A Notice of Violation issued pursuant to Elko City Code Section 9-6-13(A)(5), 9-7-9(A)(3) or 9-8-7(A)(3) and/or a Stop Work Order issued pursuant to Elko City Code Section 9-6-13(B), 9-7-9(B), or 9-8-7(B) may require the payment of a fine in the amount of \$500.00 to cover administrative and remediation costs. The foregoing fine may be imposed for each Notice of Violation or Stop Work Order issued; provided, only one such fine may be imposed per day.

**IT IS FURTHER RESOLVED**, that upon adoption of this Resolution by the City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect upon adoption by the City Council.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of September, 2021.

**CITY OF ELKO**

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**REESE KEENER**

**Mayor**

**ATTEST:**

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**KELLY WOOLDRIDGE**

**City Clerk**

### **9-6-13: ENFORCEMENT:**

A. Notice of Violation: In the event the City determines that a person has violated a prohibition or failed to meet a requirement of this Chapter 6, the City may compel compliance by serving a written Notice of Violation or Stop Work Order upon the discharger or the discharger's agent or representative by personal service. A Notice of Violation issued under this section may require, without limitation:

1. The performance of monitoring, analyses, and reporting;
2. The elimination of illegal connections or discharges;
3. That discharges, practices, or operations causing nonpoint source pollution immediately cease and desist;
4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
5. The payment of a fine established by this Chapter or by resolution of the City Council to cover administrative and remediation costs; and/or
6. Implementation of source control or treatment BMPs.

B. Stop Work Order: In the event an unlawful or unpermitted discharge threatens the MS4, waters of the United States or a watercourse, or endangers the health or safety of any person, the City shall issue a Stop Work Order to the discharger, which shall be served by personal service upon the discharger or the discharger's agent or representative. If the discharger fails to obey the Stop Work Order immediately, the City shall take such action as may be necessary to insure compliance with this Chapter 6, including, but not limited to, submitting a request for the arrest of the discharger by a peace officer and/or an order for the immediate cessation of the discharger's ability to discharge, to include the immediate stoppage of all work at a construction site or other development. A Stop Work Order issued pursuant to this section shall remain in effect until the City determines that the respondent has completed all abatement, remediation, restoration activities and/or other requirements therein specified.

C. Deadline: If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline by which such remediation or restoration must be completed. Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.

D. Citations: The Environmental Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.17751(5).

E. Civil liability instead of criminal sanction: Any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.

F. Civil liability; notice of civil infraction: The Environmental Enforcement Official or her or his designee may issue a notice of civil infraction to any person who violates this Chapter. The notice of violation must be issued on a form containing the following information:

1. The location where the violation occurred;
2. The date and time of the violation;
3. The signature of the Environmental Enforcement Official or other authorized person who issues the notice of civil infraction;
4. The section of this code that allegedly is being violated;
5. Information about the manner and time within which the notice of civil infraction must be answered;
6. The amount of the civil fine; and
7. Any other information relevant to the violation and applicable provisions of this Chapter.

G. Civil liability; duties of respondent:

1. A person who responds to a notice of civil infraction must either:

- a. Admit the commission of the infraction and pay the appropriate civil fine; or
- b. Deny liability for the infraction.

2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.

3. A person who denies liability for the infraction must appear in person before the municipal court.

H. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his/her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this Chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.

I. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction. (Ord. 863, 7-13-2021)

## **9-7-9: ENFORCEMENT:**

A. Notice of Violation: In the event the City determines that a person has violated a prohibition or failed to meet a requirement of this Chapter, the City may compel compliance by serving a written Notice of Violation upon the discharger or the discharger's agent or representative by certified mail, return-receipt requested. A Notice of Violation issued under this section shall require that the violation(s) be corrected within no more than ten (10) calendar days. A Notice of Violation issued under this section may require, without limitation:

1. That the acts or omissions resulting in a discharge immediately cease;
2. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
3. The payment of a fine established by the Chapter or by resolution of the City Council to cover administrative and remediation costs; and
4. Implementation of source control or treatment BMPs.

B. Stop Work Order: In the event an unlawful or unpermitted discharge from a construction activity threatens the MS4, waters of the United States or a watercourse, or endangers the health or safety of any person, the City shall issue a Stop Work Order to the discharger, which shall be served by personal service upon the discharger or the discharger's agent or representative. If the discharger fails to obey the Stop Work Order immediately, the City shall take such action as may be necessary to insure compliance with this Chapter, including, but not limited to, submitting a request for the arrest of the discharger by a peace officer and/or an order for the immediate cessation of the discharger's ability to discharge, to include the immediate stoppage of all work at a construction site. For purposes of this section, an unpermitted discharge shall include a discharge from a construction site that has not implemented the proper source control or treatment BMPs. A Stop Work Order issued pursuant to this section shall remain in effect until the City determines that the respondent has completed all abatement, remediation, restoration activities and/or other requirements therein specified.

C. Deadline: If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline within which such remediation or restoration must be completed. Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.

D. Citations: The Environmental Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.1775(5).

E. Civil liability instead of criminal sanction: Any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.

F. Civil liability; notice of civil infraction: The Environmental Enforcement Official or her or his designee may issue a notice of civil infraction to any person who violates this Chapter. The notice of violation must be issued on a form containing the following information:

1. The location where the violation occurred;
2. The date and time of the violation;
3. The signature of the Environmental Enforcement Official or other authorized person who issues the notice of civil infraction;
4. The section of this code that allegedly is being violated;
5. Information about the manner and time within which the notice of civil infraction must be answered;
6. The amount of the civil fine; and
7. Any other information relevant to the violation and applicable provisions of this Chapter.

G. Civil liability; duties of respondent:

1. A person who responds to a notice of civil infraction must either:

- a. Admit the commission of the infraction and pay the appropriate civil fine; or
- b. Deny liability for the infraction.

2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.

3. A person who denies liability for the infraction must appear in person before the municipal court.

H. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his/her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this Chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.

I. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction.

J. Lien: The City shall have a lien pursuant to NRS 108.222 on any property upon which work is performed by the City or its contractor in correcting a violation of this Chapter pursuant to this Section 9-7-9. The lien shall be calculated, perfected and enforced in accordance with NRS 108.221, et seq. (Mechanics' and Materialmen's Liens).

K. Withholding of Approvals: Should the City perform work on the installation, maintenance, or removal of stormwater control measures pursuant to this Section 9-7-9, the respondent shall reimburse the City the full amount of that expense prior to issuance of any permit, final approval or certificate of occupancy associated with property upon which the work is performed, and the City shall withhold all permits, final approvals and/or certificates of occupancy for the property or which have been requested by the respondent until the expense is fully reimbursed to the City. (Ord. 863, 7-13-2021)

## **9-8-7: ENFORCEMENT:**

A. Notice of Violation: In addition to any remedies provided under the O&M Contract, in the event the City determines that a person has violated a prohibition or failed to meet a requirement of this Chapter 8, to include applicable portions of the BMP Manual incorporated herein or an approved PSQMP, the City may compel compliance by serving a written Notice of Violation upon the BMP Owner or the BMP Owner's agent or representative by certified mail, return-receipt requested. A Notice of Violation issued under this section may require, without limitation:

1. That the acts or omissions resulting in a discharge cease immediately or no later than a specified date;
2. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
3. The payment of a fine established by this Chapter or by resolution of the City Council to cover administrative and remediation costs; and/or
4. Implementation of BMPs.

B. Deadline: If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline by which such remediation or restoration must be completed. Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.

C. Citations: The Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.17751(5).

D. Civil liability instead of criminal sanction: In addition to any remedies provided under the O&M Contract, any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.

E. Civil liability; notice of civil infraction: The Enforcement Official or her or his designee may issue a Notice of Civil Infraction to any person who violates this Chapter. The Notice of Civil Infraction must be issued on a form containing the following information:

1. The location where the violation occurred;
2. The date and time of the violation;
3. The signature of the Enforcement Official or other authorized person who issues the Notice of Civil Infraction;
4. The section of this Chapter that allegedly is being violated;
5. Information about the manner and time within which the Notice of Civil Infraction must be answered;
6. The amount of the civil fine; and
7. Any other information relevant to the violation and applicable provisions of this Chapter.

F. Civil liability; duties of respondent:

1. A person who responds to a notice of civil infraction must either:
  - a. Admit the commission of the infraction and pay the appropriate civil fine; or
  - b. Deny liability for the infraction.
2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.
3. A person who denies liability for the infraction must appear in person before the municipal court.

G. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his or her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.

H. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction.

I. Lien: The City shall have a lien pursuant to NRS 108.222 on any property upon which work is performed by the City or its contractor in correcting a violation of this Chapter pursuant to this Section 9-8-6. The lien shall be calculated, perfected and enforced in accordance with NRS 108.221, et seq. (Mechanics' and Materialmen's Liens).

J. Withholding of Approvals: Should the City perform work on the installation, maintenance, or removal of stormwater control measures pursuant to this Section 9-8-6, the respondent shall reimburse the City the full amount of that expense prior to issuance of any permit, final approval or certificate of occupancy associated with property upon which the work is performed, and the City shall withhold all permits, final approvals and/or certificates of occupancy for the property or which have been requested by the respondent until the expense is fully reimbursed to the City. (Ord. 863, 7-13-2021)

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 28-21, donating approximately 200 pairs of inline and quad roller skates to the Igloo and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 14, 2021**
3. Agenda Category: **RESOLUTION**
4. Background Information: **On January 15, 2021 the Recreation Department received a letter from the Nevada East Roller Derby Girls stating that they would like to donate or transfer approximately 200 pairs of roller skates to the City of Elko to continue the Family Skate Night Event. Due to impacts from the Covid-19 pandemic, the Recreation Department has not been able to continue to hold the event. The Igloo Recreation Center has requested that the City donate the skates to them for public use at their facility. JW**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 28-21**
9. Recommended Motion: **Approve Resolution No. 28-21 donating approximately 200 pairs of inline and quad roller skates to the Igloo Recreation Center.**
10. Prepared by: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Upon introduction by Councilmember .... seconded by Councilmember ... the following Resolution and Order was passed and adopted:

**CITY OF ELKO**  
**Resolution No. 28-21**

**A Resolution Donating City of Elko Skates to the Igloo**

**WHEREAS**, N.R.S. 268.028 contains provisions pertaining to the donation of assets owned by a local government;

**WHEREAS**, the City Council has determined that the skates no longer meet the needs of the City and have reached the end of their useful life;

**IT IS THEREFORE RESOLVED AND ORDERED** by the Elko City Council to donate approximately 200 pairs of inline and quad skates to the Igloo.

**IT IS FURTHER RESOLVED**, that upon adoption of this Resolution by the Elko City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect after its adoption.

**PASSED** this \_\_ day of \_\_\_\_\_, 2021.

**CITY OF ELKO**

\_\_\_\_\_  
REECE KEENER, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Wooldridge, City Clerk

**VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-22(H), appealing the Elko City Planning Commission's decision to deny Variance No. 3-21, filed by DAG, LLC on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, located generally on the south corner of the intersection of Idaho Street and 5<sup>th</sup> Street (397 5<sup>th</sup> Street), and matters related thereto. FOR POSSIBLE ACTION**

**Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission**

2. Meeting Date: **September 14, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered the subject variance on July 6, 2021, and took action to deny the variance. Subsequently, the applicant appealed the Planning Commission's decision. The applicant requested the item be tabled July 27, 2021, August 10<sup>th</sup> as well as the August 24<sup>th</sup>, 2021 meeting. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appeal letter, P.C. Action Report, Draft July 6, 2021 P.C. Minutes, Staff Reports, and application**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **DAG, LLC**  
    **PO Box 505**  
    **Elko, NV 89803**  
    **[Agonzalez@dagnv.com](mailto:Agonzalez@dagnv.com)**

Variance 3-21, Filed by DAG LLC , on behalf of Sonora LLC, for 397 5<sup>th</sup> Street - APN 001-265-006

**RECEIVED**

Planning Commission Vote Denied on July 6, 2021.

JUL 13 2021

DAG LLC, requesting an appeal of Variance 3-21

We made a mistake by submitting an application we did not understand completely. We are not construction professionals or develop land on a regular basis. The business plan is very unique like the lot in question. The awkwardness of the lot would create a hardship and make it difficult to operate a successful business if developed with a building. Specifically, since the lot does not have alleyway access preventing easy removal of garbage. Large-scale deliveries would be performed on the street median, which would cause traffic congestion with other delivery trucks. If owners would invest in an office space, vacant offices are a common occurrence in the downtown corridor. It would be fiscally irresponsible to build an office space without having tenants. High volume activity on that lot with a building will have sidewalk spillover on one of the busiest intersections of town.

### 3-2-22 Variance

#### C. Application Requirements:

1. A building on that lot would not have access to the alley. The access to alley is the special circumstance. Only two lots in that city block from 4<sup>th</sup> and 5<sup>th</sup> streets do not have alley access to remove garbage produced by a high-volume retail or dine in restaurant operation. The location of this parcel is so unique that you should consider giving it a variance to be an open space-advertising plaza compatible with the downtown corridor.
2. By not having alleyway access the business owners would create the following conditions for difficult hardships. Large Scale Deliveries, the road median is already used by many of the downtown businesses and we would be adding another delivery truck to perform deliveries on that median. Hauling a big garbage bin cart or grease bin around the block to the alley, 250 feet from the lot, will be difficult to perform because trash and grease attract rodents and pests. Constant removal of garbage will be required for a full dine in restaurant from that lot. Additionally, the lot is too small to store a grease interceptor, storing of old oil, for a dine in restaurant would create a hardship for the owners.
3. The only other business that does not have alleyway access is the property next door to the lot in question and the owner operates a professional optometry medical service. A professional business would not accumulate as much trash as a dine in restaurant or retail business. End of day trash removal is typical for a professional office. The other businesses have alleyway access and the special conditions would not generally apply to other properties in that district.

4. Granting the variances allows the owners to operate an open-air advertising plaza. The advertising plaza would allow the businesses of Elko to promote existing and new products, services, events or a job vacancy in a public medium. The walk-up restaurant will bring a good quality food option for working professionals in the day and stay open late night for the nightlife crowd. The open space will provide pedestrians an option to traverse through the corner and the bollards will provide a safe area for the pedestrians that are in the area lot. The signs are not intended for office, motel guests, retail shoppers or patrons inside other business buildings. The signs are for foot pedestrian traffic and vehicle visibility. All signs will be equipped with automatic dimming technology, which takes readings of ambient light and adjusts the display intensity accordingly.

5. The area is commercial and the business model is a unique commercial plan. The business will erect a 90-degree wall that is 25 feet tall and will be developed in conformance with city code, to hold three off-premise digital signs. We also would like to install five off-premise freestanding signs around the perimeter. By allowing the variances, the downtown business corridor will have a modernization step forward and will have a competitive advantage by having this avenue to advertise their businesses.

6. We are going to be as minimally evasive as possible based on the recommendations of our architect and construction company. The signage mounts and installation will be constructed with all provision of the international building code. Vendors must prove without a reasonable doubt that their technology can endure the Northern Nevada climate. Signage will be well equipped with dimmable sensors; they will be brighter during the day and dimmer during the night. Client contract will contain provision about advertising being displayed and they will not be advertising risqué and vulgar content. Advertising will be tasteful but attractive to capture the advertiser's message. Bollards will be aligned throughout the perimeter to make sure that the lots assets and pedestrians will feel safe of a possible errant vehicles.

Our idea is very unique. If we are granted these variances, our success is directly tied to our client's success. Our location will be there location. Cleaver marketing attracts business and a better economy. We can strengthen the shop local campaign and bring something very unique to our community.

Jorge Robles  
DAG LLC (dba Downtown Advertising Group LLC)  
PO BOX 505  
Elko NV 89803



# CITY OF ELKO

## Planning Department

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of July 6, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 6, 2021 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-22 D.1 of the City Code:

Variance No 3-21, filed by DAG LLC. on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, and matters related thereto.

The applicant is requesting a variance for more than one freestanding sign per street frontage and for an increase in the area of the allowed signage.

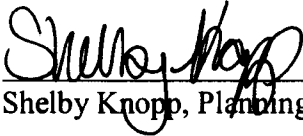
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission **DENIED** Variance No. 3-21.

The Planning Commission's findings to support its recommendation are the proposed use is in conformance with the Land Use Component of the Master Plan as well as the Transportation Component of the Master Plan. The property is located within the redevelopment area and is not in conformance with the Redevelopment Plan. The proposed use is in conformance with the development standards of Elko City Code 3-2-10. In accordance with Section 3-2-22, the applicant has not demonstrated any special circumstances or features regarding the parcel. In accordance with Section 3-2-22, the applicant has not demonstrated that there is practical difficulties or exceptional undue hardships, which constitutes an abridgement of property right and deprives the property owner of reasonable use of property. Granting of the variance will result in material damage or prejudice to other properties in the vicinity. Granting of the variance will substantially impair the intent or purpose of the zoning ordinance. Granting of the variance will not impair natural resources. The proposed signs are not in conformance with Elko City Code 3-9.

**The applicant is advised of the right to appeal this decision to the City Council within 10 days of the date of approval as stated above.**

  
Cathy Laughlin City Planner

Attest:

A handwritten signature in black ink, appearing to read 'Shelby Knopp', is positioned above a horizontal line.

Shelby Knopp, Planning Technician

CC: Applicant  
Kelly Wooldridge, City Clerk  
Michele Rambo, Development Manager (email)

to other properties in the vicinity. Granting of the variance will substantially impair the intent or purpose of the zoning ordinance. Single Family is listed as a principal use in the underlying zone, but the zoning ordinance lists minimum lot size and area. Granting of the variance will not impair natural resources. The parcel is not located within a designated Special Flood Hazard Area.

Moved by Commissioner Tera Hooiman, Seconded by Commissioner Gratton Miller.

*\*Motion passed unanimously (6-0).*

3. Review, consideration and possible action of Variance No 3-21, filed by DAG LLC. on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting a variance for more than one freestanding sign per street frontage and for an increase in the area of the allowed signage.

Gorge Robles, PO Box 505, Elko, Nevada and Adrian Gonzalez, at the same address, together presented a PowerPoint, included as **Exhibit B**.

Kathy Algerio, 2075 Griswold Drive #1-C, said she has been a resident of this town since 1976. She has seen growth and everything that has happened. She also owned a business across the street from this lot. The unique idea the applicants brought to her, she thought it was stupendous. There is no way to put a building on the lot, because it is very small. The existing wall is being replaced. The present owner of the lot, Jan Pescio, who is selling the lot to the applicants, has made a deal and there will no longer be an encroachment. The applicants will be constructing a new wall in a safe manner. Ms. Algerio further thought the applicants' ideas about putting up "America First" were wonderful. This is a very patriotic community. She thought a new advertising venue would be a great replacement for an unseemly lot that is existing today on one of the busiest intersections in town.

Lira Blohm, 495 Idaho Street, said she was very thankful to be here at the request of the applicants, whom she was so proud that they had the confidence to finally see the potential of downtown, and particularly this small lot. She has been looking at a chain link fence for years. She asked what the chain link fence told those who were new to the community, or just driving through. Certainly not that this is a loving, caring, open, and friendly community that is a good place to settle. She said she was coming from an emotional standpoint, even though she owns the business right across the street. She could see the potential of owning a business in the downtown. She was asking the Commission to consider having activity in the heart of downtown, and working out the details later. She thought it would be a positive, bright, colorful, and inviting environment for everyone, and not a chain link fence.

Catherine Wines, 421 Railroad Street, said she appreciated that something was going to happen on the lot. She stated that she was also on the Redevelopment Advisory Board and the Arts and Culture Advisory Board. There is a mural on the wall of Lipparelli's building that was just put up 2 years ago. Certainly, they knew when they put it there that something could be built on this lot, but it hasn't been there for long. She asked if there was any way to work around the mural. When

she first saw the idea, she didn't realize that they would be building a new wall. She thought they would be going on to the existing wall.

Ms. Laughlin went over the City of Elko Staff Report dated June 24, 2021. Staff recommended denial with the findings listed in the Staff Report.

Ms. Rambo explained that she wrote separate memo that went into a detailed analysis of the variance with the findings. Six findings have to be met. If even one of those cannot be met, the variance cannot be approved. Ms. Laughlin covered most of what Ms. Rambo had in her memo. She did want to point out a couple things. She looked at the surrounding lot sizes for that block, and this lot is larger on average than most of the other lots on that block. It is developable in some fashion, and it is possible to put a building there. Ms. Rambo pointed out that she found an article that says, "Driver inattention and distraction are the biggest risks to traffic safety worldwide. In addition there is an emerging trend in the literature suggesting that roadside advertising can increase crash risk, particularly for those signs that have a capacity to frequently change." Based on the findings there are no hardships. Ms. Rambo also recommended denial. Chairman Dalling asked Ms. Rambo if all six of the requirements have to be met for a variance, and if only one of six were being met with this application.

Ms. Rambo said based on her analysis only one was being met.

Chairman Dalling asked for the code all six had to be met. (Yes)

Mr. Thibault recommended denial.

Ms. Winrod had no comments.

Ms. Laughlin said she had a few more comments. Let's say that the applicants came to the City and just proposed the restaurant, one freestanding sign for Idaho Street and 5<sup>th</sup> Street advertising the restaurant, and one wall sign that was an off-premise sign. The only approval that they would have to get would be NDOT approval for the off-premise sign. The freestanding signs, as long as they are advertising the business that is on the property and they meet the area requirements, could be approved today with a Building Permit and would be not required a variance. As stated in the email from NDOT, because this intersection is a part of the highway systems, an off premise sign would need approval by NDOT.

Commissioner Tera Hooiman asked if they could do one sign on one wall and keep the mural, and have one additional sign for advertising of the business on the property.

Ms. Laughlin clarified that they could have one off premise sign, as long as NDOT approved it, and it be a wall sign. They would also be allowed one freestanding sign for advertising of the business that is on the property.

Mr. Wilkinson recommended denial as presented by staff. He wanted to emphasize that variances were not the tool to be utilized to try to achieve objective in the Master Plan. He thought there had been some discussion about businesses located on that lot over a period of 60 years. He thought that indicated there were no special circumstances associated with the lot that said that it couldn't support some type of development or business at that location.

Commissioner Hooiman stated that she had a question for the applicants. She asked if they had approached other businesses in the downtown area as to selling advertising space in their kiosks. She asked what their reactions were.

Mr. Robles said they had not, because they can't go to them without telling them the price. The price is dependent upon how many spaces they have. They don't have the numbers yet.

Commissioner Hooiman assumed they wanted to sell advertising to offset the costs of the eatery and the development of the lot. She saw that they had downtown support, because they had downtown business people present. She said it would be important to her to have support in the development from business that they would be approaching for the advertising dollars.

Mr. Robles said they were going to reach out to local businesses. They would reach out to everyone in town. He thought it would be a great benefit for everyone to be involved in this. It's going to put a lot of pressure because they don't pass code. Staff has mentioned that they have to meet all the criteria. He asked when the last time the code was written. The technology has changed. Putting a business there would be beneficial for the downtown corridor, but at the end of the day the town is growing on the east and west side, but nothing is going on in the downtown area. That was why he felt like they had a niche at this location.

Commissioner Gratton Miller asked if they had approached NDOT yet.

Mr. Robles said no, because they were under the impression that this was under complete City jurisdiction. They would be more than happy to reach out to NDOT. This was their first step.

Chairman Dalling asked how long it would take NDOT to review the project.

Commissioner Miller said NDOT permits things monthly.

Chairman Dalling thought the applicants had a great idea that was innovative. He said they wanted to advertise for the East End Mall and everyone else. Ms. Laughlin had mentioned that they wouldn't really be advertising for the downtown, but Chairman Dalling understood that they had to get their advertising dollars where they could get them.

Mr. Robles said that the downtown had so many businesses and that they want to focus on the downtown. They want to focus on the wine walks, the bar association, and everyone that is in the downtown corridor. That is why they are not making a brick and mortar building. They are making an open-air design so that as people wait for their food they can visit the surrounding businesses. As soon as people start talking about the lot, because everyone passes through there, word is going to get around and people are going to ask them about advertising space.

Chairman Dalling asked what they would be selling in the restaurant.

Mr. Gonzalez said they wanted to focus on the night crowd, so it would be street food.

Chairman Dalling said he liked that idea. He thought it would be well used, especially late at night.

Commissioner Mercedes Mendive thought it was a brilliant idea. One of the things they wanted to focus on was the night crowd, and she thought that was great. The only thing she would be concerned about, not for the development, but there are people that don't even respect the boots. One of her biggest concerns for their advertisements would be people causing some type of vandalism to the signs. Commissioner Mendive thought that would be something to think about going forward. She added that there never seemed to be enough places to sit and eat food. She suggested that they consider having a place for the patrons of the restaurant to sit down and be social. She said that was something there wasn't enough of in Elko.

Commissioner Miller said he would have to disagree. He didn't think the advertising would do well there, especially if they would be going for every business in town. He also thought they would be in direct competition with the Chamber Commerce by doing that.

Mr. Robles said that they could advertise with them.

Commissioner Miller said he understood that. He added that the Chamber of Commerce, by definition, is to advertise for the businesses in Elko. That would put the applicants in direct competition with the Chamber.

Mr. Robles said if they were advertising the Maverik or Stockmen's, and they are also with the Chamber of Commerce, they would just be providing the signage. The only direct competition they would have is the three billboard companies. They have exorbitant prices, because they have the markets cornered. Mr. Robles explained that they would be taking business from the big billboard companies and keeping the money in town. He said that the downtown businesses would be their priority, but there was no reason why they couldn't work with the Chamber and be a Co-op.

Commissioner Stefan Beck thought it was a great idea. He explained that they previously denied a single housing in favor of having a tri-plex because he appreciated the City having rules and regulations. He mentioned that Mr. Wilkinson said that a variance wasn't a tool to change the Master Plan. Commissioner Beck said that he agreed with rules and regulations, but this was a great idea. He said his question was if this wasn't the right path if there was a different approach that would work better. As far as distractions, Commissioner Beck said his biggest concern would be people driving down Idaho Street and not looking at the signs because they were too busy looking at their cell phones. There are so many distractions in the world; he didn't think that would be a good reason. He mentioned that there was all sorts of advertising in Downtown Reno and Las Vegas about what is going on in town. He thought there was a lack of focused advertising.

Commissioner John Anderson asked who owned the murals.

Chairman Dalling explained that Matt Lipparelli owned the mural that was on the side of his building.

Commissioner Anderson asked if the applicant bought that lot if they could destroy the mural.

Ms. Laughlin explained that they would have their property rights if they bought the lot. They can construct what they want on the lot. The mural belongs to Matt Lipparelli.

Commissioner Anderson said he was curious on how this would fit when they brought in more artists to do more murals, if they see that one had already been destroyed. He said it was a big step forward, having the artists here.

Chairman Dalling said if the applicants built a new wall in front of Mr. Lipparelli's wall and it would cover up the mural. He added that Ty Trouten, Police Chief, wrote the letter that was included in the packet about the distraction. It says this is the 2<sup>nd</sup> highest traffic intersection in Elko. On 12<sup>th</sup> Street, they built that little bank on a lot that is a similar size. Chairman Dalling said that the fact that it was a high traffic intersection and there were a lot of advertisements to look at was a concern, especially if the Police Chief wrote a letter. Mr. Wilkinson brought up a good point, in which Chairman Dalling agreed, that getting a variance wasn't the proper way to skirt the code on this. He thought that they had a great idea, but he felt like it wasn't developed enough. He felt there was more work they could have put in to meet more than one of the six requirements to be granted a variance.

Commissioner Beck asked the applicants if they were denied if they would come back and try another approach.

Mr. Robles said they would go through City Council, meet with staff again and tell them that the lot is an unusual size and that there would be a hardship for them if they try to develop anything. He thought if they built a brick and mortar building from property line to property line that they would fail. What they were proposing was a small walk up restaurant and digital billboards. No, they don't meet code, but maybe the Code should be updated in regards to what there is now. There are walk up digital signs in Las Vegas that the Code allows for. They have built codes to what is available. Every bus stop has a digital sign in it. They have built these Codes to allow for the changing of advertising over time. There is digital advertising throughout the country, and not just in airports. The one place that makes sense to do it is at the 2<sup>nd</sup> busiest intersection in town. The pedestrian signage is meant for the people that are walking around the downtown corridor.

Chairman Dalling mentioned that they also had the three billboards, which were directed at the vehicles.

Mr. Robles said yes, the three billboards would be geared toward the vehicles.

Chairman Dalling asked if the billboards had to be 600 feet apart by code. (Yes)

Ms. Rambo wanted to remind the Commission that financial viability, whether a business is going make it or not, was not a legal finding for a variance. If the Commission did want to lean toward approving this, they would need to make some very specific findings. She suggested that they work with the City Attorney to come up with some specific legal findings that would stand in court. She said if the Commission were leaning toward approving the application, she would suggest tabling it to work with the City Attorney, and staff would like to throw in some conditions of approval.

Mr. Robles said it had been an empty lot for over 3 years. There hasn't been a business there since the mid-2000s. There are smarter people out there, but nobody has bought the land and developed it. The price has been going down on the lot. They came up with this interesting idea, they don't meet code, and they are try to bring the Code up to par, but at the end of the day it's not going to fit there. The lot will work and the business plan will work.

Mr. Wilkinson explained that if there was a motion to consider an approval, he thought that the motion maker would need to have findings, and he thought that would need to be done tonight. He didn't know that it would be the City Attorney's role to try to make those findings and bring them back to the Planning Commission. Staff responds to an application, and if the Planning Commission disagrees with staff's recommendation then the Planning Commission should have its own findings as it moves forward. He recommended taking the time, if there was a motion, to go through each and every one of the variance requirements and have the motion maker state findings that justify the motion. Then they could consider that motion.

Ms. Wines wanted to address the mural. She explained that the contract with the artists was that the mural would stay intact for 3 years. In 2022, all of the artists can expect that maybe their murals would go away, but we hope they don't. However, you can't tie up a business owner by telling them that they couldn't do anything to the wall for 10 years. The other thing she wanted to address was that there were two comments by staff that a building could easily be built on this lot and that is absolutely not true. Ms. Wines stated that she was an architect and that she had looked at this lot twice with two different clients. It is really not possible. The difference between the Bank on 12<sup>th</sup> and Idaho and this lot was there was an alley. This lot doesn't have access to an alley. It doesn't have a back, where the back of the building would be. When it was built, a long time ago, they didn't concern themselves with the back of the building, because they didn't have huge traffic flows and deliveries were maybe once a month. There is no place to make deliveries; there is no place to have a grease trap, and no place to take the trash out. It is not desirable, at all, to build on this lot.

Commissioner Miller said the eatery couldn't sustain itself. He thought it was a moot point.

Ms. Wines said the eatery was like a food truck.

Commissioner Miller suggested they make a plan with food trucks instead, something that would be feasible. He thought the advertisement would be destroyed, through either cars or people. He pointed out that Ms. Wines stated that an eatery would not work here, unless they did all the things she mentioned, which was a part of this.

Ms. Wines clarified that she was stating that building a brick and mortar building to cover the lot, which would have to be covered for it to pencil out, and it would need to go up 7 or 8 stories.

Ms. Algerio said these young men came to her and she immediately called Ms. Laughlin, who she calls from time to time. Ms. Laughlin suggested a variance. That is why the applicants went this way. In doing so, they weren't aware of the questions, they were very ignorant about them. They came to Ms. Algerio after they got the letter of denial from staff. Ms. Algerio explained to them that Ms. Laughlin had said they couldn't add onto the application once it was submitted. Therefore, that is why the Planning Commission got what they got. The applicants asked Ms.

Algerio if they could do this within three to four months. The timing was just about right with the Planning Commission dates, but they didn't have time to submit another application.

Ms. Laughlin explained that the applicants set up a meeting with her. She met with them prior to speaking with Ms. Algerio. She told them in the meeting that she had to go by what is in Code, and Code states a 600-foot separation of off premise signs, one per street frontage, and the area requirements. Ms. Laughlin told them that they had the right to apply, but she would be recommending denial, and that it would be up to the applicant to provide the testimony, hardship, and exception circumstances in their application to support their application.

Ms. Blohm wanted clarify something, because she was the victim of most of those accidents that occur at 5<sup>th</sup> & Idaho Street. She asked if anyone knew why there were accidents there, because of speeding and drunkenness. Two of the cars went into her building. She was always aware. It is speeding. She has had conversations with the Police Chief. The cars are going too fast. There was an incident with a fire truck and another car. Those things are understandable. It is a busy intersection; we like it busy. She thought it was presumptuous to tell someone what kind of business they need to place. As long as it is safe, and it meets health and safety requirements.

Chairman Dalling said they were having safety questions.

Ms. Blohm said the safety question she was hearing was regarding the distraction of billboards to traffic driving by. The safety issue that she saw on a daily basis was speeding and drunkenness. What would Las Vegas have done if their business people had to go before a Board and they said they couldn't have neon lighting because it's a distraction?

Mr. Thibault thought that the applicant could work with staff and have something very similar to the current proposal that was Code compliant.

Commissioner Beck asked if the application was denied if it was a black mark. If they table it, would it give the applicants another change to take a different approach?

Ms. Laughlin explained that if the Commission tabled the application, it would come back as the exact same application. There would not be any changes or additions. If the Commission denied the application, the applicant would have the right to appeal it. There is an appeal process, in which the application would go to City Council.

Commissioner Beck asked if that would open up other avenues. (Yes)

Mr. Wilkinson added that during the appeal process they introduce additional evidence that was not considered at this hearing. In actuality, the appeal needed to be based on additional evidence that was not considered at this hearing.

Commissioner Beck asked if it was denied and they had 10 days, if all that doesn't work, then would they have another opportunity to try another approach and work with the City. (Yes)

Ms. Laughlin said if the applicant came to staff with the walk-up restaurant, the plaza area, one free-standing sign on each street frontage advertising the walkup business, and one off premise sign, the only thing they would have to get approval on would be the off premise sign.

**\*\*\*Motion: Deny Variance No. 3-21.**

**Commissioner Beck's findings to support the motion were the proposed use is in conformance with the Land Use Component of the Master Plan as well as the Transportation Component of the Master Plan. The property is located within the redevelopment area and is not in conformance with the Redevelopment Plan. The proposed use is in conformance with the development standards of Elko City Code 3-2-10. In accordance with Section 3-2-22, the applicant has not demonstrated any special circumstances or features regarding the parcel. In accordance with Section 3-2-22, the applicant has not demonstrated that there is practical difficulties or exceptional undue hardships, which constitutes an abridgement of property right and deprives the property owner of reasonable use of property. Granting of the variance will result in material damage or prejudice to other properties in the vicinity. Granting of the variance will substantially impair the intent or purpose of the zoning ordinance. Granting of the variance will not impair natural resources. The proposed signs are not in conformance with Elko City Code 3-9.**

**Moved by Commissioner Stefan Beck, Seconded by Commissioner Mercedes Mendive.**

***\*Motion passed unanimously (6-0).***

Chairman Dalling informed the applicants of the appeal process.

## **B. MISCELLANEOUS ITEMS, PETITIONS, AND COMMUNICATIONS (Cont.)**

6. Review, consideration, and possible action to initiate an amendment to the City Zoning Ordinance, specifically Section 3-2-17 (Traffic, Access, Parking, and Loading Regulations), and matters related thereto. **FOR POSSIBLE ACTION**

A long-standing policy of City staff was to require driveways for single-family residences be designed with a slope of 14 percent or less. However, this requirement was never added to the City Code. With more and more housing development moving up into the hills, it has become necessary to codify this 14 percent requirement. During the process of adding this, staff took the opportunity to update and/or modify other portions of this Section.

Ms. Rambo went through the proposed changes to Section 3-2-17 of the Elko City Code as presented in the Agenda Packet.

Sheldon Hetzel, 780 W Silver Street, said that he had not looked at this at all prior to tonight. He said he loved anything that had to do with cleaning up the Code and making more legible and more functional. It gets hard to maneuver through and find a lot of those sections. The only thing that he questioned was codifying the 14% slope. There is topography that they run into that makes that really difficult. He was concerned that the Commission might be setting themselves up for having to do a lot of modification of standards.

Chairman Dalling asked if there were a lot of hills left in Elko.

# **Downtown Advertising Group LLC DAG LLC.**

**Managing Partners:**

**Adrian Gonzalez**

**Jorge Robles**

# 397 5<sup>th</sup> Street



# 397 5<sup>th</sup> street

- Hardships of the Lot
  - Retail
  - Dine In Restaurant
  - Bar
  - Office Space
  - Bank
  - Hotel
  - Multi Family Housing Units
  - Drive Thru
  - Gas Station

# Advertising Plaza



# Advertising Plaza



The advertising plaza is an open space design equipped with digital signage that will allow the businesses of Elko to promote existing and new products, services, events or job vacancies in a public medium.

# Advertising Plaza Cont.

Based on Chapter 9 Signage Code we do not pass:

- Purpose of sign code 3-9-3:
  - A. We will ensure that signs erected within said lot are constructed of safe durable material
  - B. We will attract economic and business climate
  - C. We will add curb appeal to the corridor
  - D. We will not distract or obstruct traffic control signs, signals and other traffic control devices
  - E. By having electric billboards, ads that would take innumerable temporary signs and banners to display could be consolidated into one on premise digital sign

# Advertising Plaza Cont.

- General Provision 3-9-5
  - A. We will have city building department approval for all items related to construction of the property
  - B. Placement Restrictions
    1. We will comply with all utility and access or drainage easement
    2. Signs will be placed 5 feet inside the lot
    3. Signs will not impede the safe movement of vehicles or pedestrians or obstruct traffic control warnings. We will not obstruct views of fire hydrant.
    4. We are not attaching signs to utility poles or traffic control posts or signs.

# Advertising Plaza Cont.

## Permitted Freestanding Signs 3-9-7

A. 1 – We are allowed one freestanding sign on each street frontage.

We are requesting eight signs.

Three wall mounted signs

Five pedestrian signs around the perimeter

B. 1 – The maximum height of a freestanding sign is 25' if located on a 25 MPH or less street

We are building a 90° angle wall and the top of the signs is at 25'

C. 1 – The maximum area of a freestanding sign for this lot is two (2) square feet of sign area for every one linear foot of building frontage facing the adjacent street.

# Advertising Plaza Cont.

	Maximum allow area	Signage Consideration	Requesting variance
Northwest Wall	96.76 Square Feet	128 Square Feet (8 feet by 16 feet)	31.24 Square Feet
Southwest Wall	147.2 Square Feet	256 Square Feet Two (8 feet by 16 feet)	108.8 Square Feet

- Base on 3-9-7 sign code
  - We are allowed one free standing sign per frontage
  - Requesting Five pedestrian signs
  - 3 feet wide by 5 feet tall in a anti-vandalism casing

# Advertising Plaza Cont.

- Safety
  - Installing bollards around the perimeter.
  - Pedestrian signage is not intended for vehicle attention
  - Electronic signs have been studied for over 30 years and have never been found to be hazardous.
    - FHWA: 1980, 2001, 2009, 2012
    - Virginia Tech:2007
    - Tantara Associates: 2007-2010
    - Texas A&M: 2012 Deals specifically with on-premise
    - Copies of these studies are available upon request
      - According to the FHWA study; Longest glance time recorded was 1.35 seconds (well below accepted standard of 2 seconds)
      - Quote from study: "The present data suggest that drivers in this study directed the majority of their visual attention to areas of the roadway that were relevant to the task at hand (i.e., the driving task)."

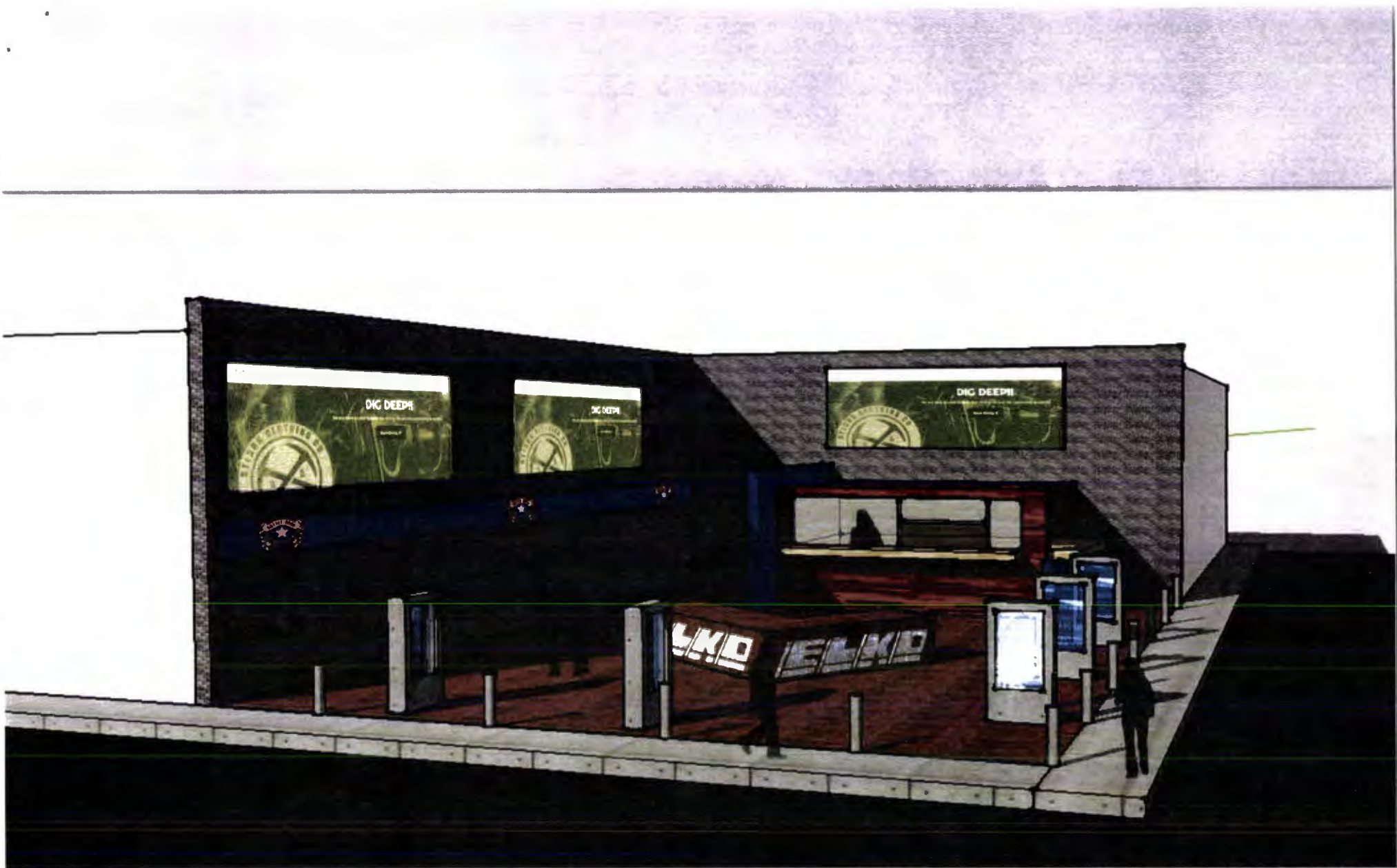
# Advertising Plaza Cont.

- **Brightness**
  - Our digital billboards will be equipped with automatic dimming technology, which takes readings of ambient light and adjusts the display intensity accordingly
- **Clutter**
  - Information that would take innumerable temporary signs and banners to display could be consolidated into one on premise digital sign, if said signs are permitted
- **Redevelopment Plan**
  - Downtown Advertising Group LLC locally owned and operated

397 5<sup>th</sup> Street







## CHAPTER 9

### SIGN REGULATIONS

#### SECTION:

##### **3-9-1: Title**

##### **3-9-2: Adoption Of International Building Code, Appendix H**

##### **3-9-3: Purpose**

##### **3-9-4: Definitions**

##### **3-9-5: General Provisions**

##### **3-9-6: Exempted Signs**

##### **3-9-7: Permitted Freestanding Signs**

##### **3-9-8: Temporary Signs**

##### **3-9-9: Off Premises And On Premises Signs**

##### **3-9-10: Abandoned Signs**

##### **3-9-11: Modification Of Standards**

##### **3-9-12: Illumination**

##### **3-9-13: Administration And Enforcement**

##### **3-9-1: TITLE:**

This chapter shall be known and may be cited as the *CITY OF ELKO SIGN ORDINANCE*. (Ord. 608, 10-28-2003)

##### **3-9-2: ADOPTION OF INTERNATIONAL BUILDING CODE, APPENDIX H:**

There is hereby adopted for the purpose of prescribing regulations governing signs, that certain code known as the international building code, appendix H, entitled "Signs", recommended by the International Code Council, Inc., being particularly the latest edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended, such to become effective upon the effective date hereof. One copy of the latest edition being adopted shall be approved by the city council and placed on file in the office of the city clerk. From the date on which such filed edition of said code shall take effect, the provisions thereof shall be controlling within the limits of the city. The code is hereby adopted as the rules and regulations for the governing of signs. In the event any of the provisions of the latest edition of the international building code, appendix H, conflict with any of the provisions of this chapter, the provisions of this chapter shall govern and be controlling. (Ord. 639, 9-13-2005)

##### **3-9-3: PURPOSE:**

It is the intent of this chapter to promote and protect the health, safety and welfare of the citizens of the city by establishing standards to ensure the placement of safe, effective signage throughout the city. Specific regulations and standards are intended to address the following:

- A. To ensure that signs erected within the city are constructed of safe, durable materials and secured in a manner adequate to withstand physical stresses.
- B. To protect and enhance property values and create an attractive economic and business climate.
- C. To protect and enhance the physical beauty and appearance of the community.
- D. To reduce sign or advertising distractions and obstructions that may adversely affect or conflict with traffic control signs, signals and other traffic control devices.
- E. To reduce visual clutter along streets and roadways thus providing each sign user an opportunity for effective identification and advertising by addressing the quantity, height and area of freestanding signs on all sites. (Ord. 608, 10-28-2003)

##### **3-9-4: DEFINITIONS:**

**ABANDONED SIGN:** A sign which no longer identifies or advertises a bona fide business, service, product or activity and which has been operationally discontinued for a period of two (2) years.

**BLANKETING:** The partial or complete shutting off of the face of one sign by another sign.

**DIRECTIONAL SIGN:** A sign designed for the purpose of guiding and directing pedestrians or vehicular traffic to a specific site.

**FREESTANDING SIGN:** A sign supported permanently upon the ground by footings, poles, pylons and not attached to any building.

**OFF PREMISE SIGN:** A sign which advertises a business, activity, use, product or service and is located off the property providing the business, activity, use, product or service.

**PORTABLE SIGN:** A sign not permanently affixed to the ground or to a building or structure that is designed easily to be moved from place to place.

**SIGN:** Any commercial communication device intended to attract attention to and advertise a business, service, activity or product. Such definition includes any letters, figures, symbols, trademarks or other copy meant to aid in such advertisement.

**TEMPORARY SIGN:** A sign (including a portable sign), pendant, valance or advertising display constructed of cloth, canvas or other light material (with or without frames), intended to be displayed for a limited period of time only. (Ord. 608, 10-28-2003)

### **3-9-5: GENERAL PROVISIONS:**

A. **Permit Required; Application:** No sign shall hereafter be erected, reerected, constructed, reconstructed or altered without first having obtained a sign permit from the city building department. Application for a sign permit shall be made upon forms provided by the city and shall be accompanied by such information as may be required to ensure conformance with regulations contained within this chapter.

B. **Placement Restrictions:**

1. No sign shall be placed within any utility, access or drainage easement.
2. No permanent sign or sign foundation shall be placed within any public street right of way without first having obtained approval of a revocable permit to occupy the right of way from the city council, or authorized city personnel.
3. No sign shall be erected or placed that shall impede the safe movement of vehicles and/or pedestrians, or obstruct any signs for traffic control, direction to public facilities, or for regulatory notice, warning or other public purposes. No sign shall obstruct the view of a fire hydrant.
4. No signs shall be attached to any public utility poles or structures, nor traffic control devices, posts or signs.

C. **Airport Restrictions:** All sign heights and locations shall be subject to Elko regional airport airspace restrictions as set forth by part 77 of the federal aviation regulations. (Ord. 608, 10-28-2003)

### **3-9-6: EXEMPTED SIGNS:**

The provisions of this chapter shall apply to all signs erected in the city, except for the following, which shall be exempt from conformance with provisions contained within this chapter:

- A. Construction signs having an area not in excess of forty eight (48) square feet, provided such signs are erected no more than sixty (60) days prior to construction, are confined to the site of construction, and are removed not more than thirty (30) days after completion of construction and prior to occupancy.
- B. Government signs for traffic control, for direction to public facilities, or for regulatory notice, warning or other public purposes.
- C. Real estate signs, provided they are removed within seven (7) days of the sale, rental or lease of the subject property; and provided, that such signs not exceed more than thirty two (32) square feet of area, shall not be illuminated and shall be set back at least ten feet (10') from all property lines.
- D. Permitted special event (election) signs as outlined in Nevada Revised Statutes.
- E. Political signs, provided they are located and removed in accordance with Nevada Revised Statutes. (Ord. 608, 10-28-2003)

### **3-9-7: PERMITTED FREESTANDING SIGNS:**

A. **Specified:** Each property, lot or parcel of record within any commercial or industrial zoning district of the city is permitted the following:

1. One freestanding sign on each street frontage, except that a gasoline service station may have one additional trade name or pricing sign if the premises has only one street frontage and except that an automotive dealership may have one sign for each new car dealership. Frontage along a freeway or interstate highway is not considered street frontage.
2. Directional or instructional signs which do not advertise a business, other than the business logo but which identify restrooms, public telephones, walkways or signs providing direction, such as parking lot entrances and exit signs and those of a similar nature. Directional signs are limited to one sign per driveway approach and shall not exceed an area of six (6) square feet.
3. Off premise signs shall observe a minimum separation distance of six hundred feet (600').

B. **Sign Height:**

1. The maximum height of a freestanding sign shall be twenty five feet (25') if located on property abutting a street right of way having a twenty five (25) mile per hour or less speed limit.
2. The maximum height of a freestanding sign shall be thirty five feet (35') if located on property abutting a street right of way having a speed limit greater than twenty five (25) miles per hour.
3. The maximum height of a freestanding sign shall be forty five feet (45') if located on property within one hundred feet (100') of the Interstate Route 80 right of way.

C. **Sign Area:**

1. The maximum area of a freestanding sign shall be two (2) square feet of sign area for every one linear foot of building frontage facing the adjacent street

D. Nonpermitted Freestanding Signs: Freestanding signs, other than exempted signs and signs authorized as part of an approval of a conditional use permit for a medical office use, professional office use, multi-family residential use or similar conditional use, are not permitted in any residential zoning district. (Ord. 608, 10-28-2003)

### **3-9-8: TEMPORARY SIGNS:**

A. Permitted; Requirements: Temporary signs may be placed in any commercial or industrial zoning district of the city, subject to the following requirements and other applicable provisions stated in this chapter:

1. Each lot or parcel of record may have two (2) temporary signs, each sign not to exceed sixteen (16) square feet in size, or one temporary sign, not to exceed thirty two (32) square feet in size.
2. No temporary sign shall obstruct or impair the use of the public sidewalk by pedestrians or impair the use of public or private streets or driveways, traffic control signs, bus stops, fire hydrants, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.
3. A temporary sign shall be designed to be stable under all weather conditions, including high winds.
4. A temporary sign may be internally illuminated.
5. A temporary sign shall be placed only with the consent of the property owner.
6. A temporary sign may be placed for a period of time of up to sixty (60) days at which time the sign shall be removed or replaced.
7. No temporary sign shall be placed without first having obtained a sign permit or sign clearance from the city planning or building department.
8. No temporary signs shall be placed within the public street right of way except for areas improved with sidewalk or landscaping, provided the sign is set back a minimum of three feet (3') from the curb face of the roadway and a minimum unobstructed sidewalk area five feet (5') in width is maintained for pedestrian use, and provided the temporary sign is removed from the sidewalk at dusk.

B. Placement In Residential Districts Prohibited: Temporary signs, other than exempted signs, are not permitted in any residential zoning district. (Ord. 608, 10-28-2003)

### **3-9-9: OFF PREMISES AND ON PREMISES SIGNS:**

Off premises and on premises signs are permitted in any commercial or industrial zoning district in accordance with the provisions of this chapter, but are not permitted in any residential zoning district. (Ord. 608, 10-28-2003)

### **3-9-10: ABANDONED SIGNS:**

All abandoned signs and abandoned sign support structures shall be removed by the property owner or owner of the premises within three (3) months after abandonment. (Ord. 608, 10-28-2003)

### **3-9-11: MODIFICATION OF STANDARDS:**

In any zoning district, the planning commission, upon demonstration of just cause, may modify any or all of the provisions contained within this chapter under the variance procedures contained within section 3-2-22 of this title. Additionally, the planning commission may include the following criteria when evaluating and considering a modification of sign regulations contained within this chapter:

- A. Blanketing of the proposed sign by other signs or structures in the area.
- B. Multiple businesses on the same property or multiple tenants within the same building.
- C. Topographic features, such as grade differential between the subject property and the adjacent roadway. (Ord. 608, 10-28-2003)

### **3-9-12: ILLUMINATION:**

All signs shall be designed and installed to direct and shield light away from any residential district and adjacent streets, in accordance with section 3-2-3 of this title. Techniques, such as use of opaque sign backgrounds, may be required to control illumination spillover and meet this objective. (Ord. 608, 10-28-2003)

### **3-9-13: ADMINISTRATION AND ENFORCEMENT:**

- A. The administration and enforcement of this chapter shall be the responsibility of the city building and planning departments.
- B. This chapter is not intended to conflict with or supersede other sections of the city code pertaining to the installation of signs. In the event of a conflict, the most stringent provision shall prevail. (Ord. 608, 10-28-2003)

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 7/6**

\*\*Do not use pencil or red pen, they do not reproduce\*\*

Title: Variance No. 3-21

Applicant(s): DAG, LLC on behalf of Sonora, LLC

Site Location: 397 5<sup>th</sup> Street - APN 001-265-006

Current Zoning: C Date Received: 6/15/21 Date Public Notice: 6/22/21

COMMENT: This is to allow for an increase in the number of  
allowed freestanding signs per street frontage and increase maximum  
area of a freestanding sign

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 6/25/21

Recommended denial of the variance based on  
the facts & findings presented by staff. Additionally,  
there is a remainder wall from a demolition  
project that may or may not present a hazard  
to persons using the property. This item SAW  
should be labeled until this issue is  
resolved.

Initial

City Manager: Date: 6/30/21

Not in conformance w/ Redevelopment Plan or Sign Code.

CS  
Initial



City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7119

## **CITY OF ELKO STAFF REPORT**

<b>REPORT DATE:</b>	<b>June 24, 2021</b>
<b>PLANNING COMMISSION DATE:</b>	<b>July 6, 2021</b>
<b>APPLICATION NUMBER:</b>	<b>Variance 3-21</b>
<b>APPLICANT:</b>	<b>DAG LLC. on behalf of Sonora LLC</b>
<b>PROJECT DESCRIPTION:</b>	<b>APN 001-265-006</b>

**A variance request from provisions under Elko City Code 3-9 Sign Regulations for multiple off premise signs to be located on one parcel.**



### **STAFF RECOMMENDATION:**

RECOMMEND DENIAL, subject to findings of fact as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-265-006

**PARCEL SIZE:** 3,560 square feet

**EXISTING ZONING:** (C) General Commercial

**MASTER PLAN DESIGNATION:** (MU-DTWN) Mixed Use Downtown

**EXISTING LAND USE:** Currently undeveloped

**BACKGROUND:**

1. The property owner is Sonora LLC. They have provided the applicant permission to apply for the variance as part of their due diligence on purchasing the property.
2. The property was previously developed and demolished a few years ago.
3. Both Idaho Street and 5<sup>th</sup> Street are under NDOT jurisdiction.
4. Sign area allowance is determined by the lineal footage of the building parallel to the adjacent street frontage. The building orientation is such that the short side of the building is parallel with the longer length of property line adjacent to Idaho Street.

**NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North, South, East and West: (C) General Commercial / Developed

**PROPERTY CHARACTERISTICS:**

- The property is currently for sale.
- The property is generally flat.
- The property is located at the intersection of Idaho Street and 5<sup>th</sup> Street, both under NDOT jurisdiction.

**APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:**

- City of Elko Master Plan – Land Use Component
- City of Elko Redevelopment Plan
- City of Elko Zoning – Section 3-2-10 Commercial District
- City of Elko Zoning – Section 3-2-22 Variances
- City of Elko Zoning – Section 3-9 Sign Regulations

**MASTER PLAN**

**Land Use**

1. The Master Plan Land Use Atlas shows the area as Mixed Use Downtown.
2. C- General Commercial zoning district is listed as a corresponding zoning district for Mixed Use Downtown.
3. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

4. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

### **Transportation**

1. The Master Plan identifies both Idaho Street and 5<sup>th</sup> Street as Major Arterials.
2. The site has pedestrian access along both frontages.
3. Best Practice Objective 1; Provide a balanced transportation system that accommodates vehicle, bicycles, and pedestrians, while being sensitive to, and supporting the adjacent land uses.

The proposed variance is in conformance with the Land Use and Transportation Component of the Master Plan.

### **CITY OF ELKO REDEVELOPMENT PLAN**

The property is located within the Redevelopment Area and more specifically the Central Business District.

#### **Redevelopment Plan – Preliminary Plan state this in regards to signage:**

Signing – Sensitive signing can play a significant role in Elko's downtown revitalization. It can communicate a sense of community identity and help unify the city center. Signs also play a role in creating the overall visual character of the business district, enhancing the traveled way for both pedestrians and motorists.

Signs should function to promote individual businesses, enhance their identity, and contribute to the public's perception of each business. Professional office, service and retail businesses, for example, should establish their own identities separate from hotels, motels and gaming establishments. Good signing expresses a simple, clean message. Flat fixed signs or individual raised letters should be positioned in logical places, on or above storefronts, and may be complemented by small, pedestrian oriented hanging signs. Adequate signing should be visible to the motorist without overwhelming the pedestrian. Attractive window lettering or window graphics can identify and add character to window displays. Signing can also be effectively located on store awnings.

Existing signs in downtown Elko have become a prominent and at times an intrusive architectural feature, with the majority being auto-oriented and illuminated. Competition for space and vistas has seen a proliferation of larger signs competing with one another, creating an impression of visual clutter and visual domination of the streetscape.

Also, numerous billboards or off-premise signs have been constructed within the downtown. Typically, these signs advertise products and services outside of the downtown and community and detract from the desired visual image for the downtown.

#### **Elko Redevelopment Vision Plan states the following for Commercial Signs:**

- a. Sign materials and colors must be complementary to the materials, colors and architecture of the related structure.
- b. Signs must be large enough to be visible and read with ease, yet not dominate the structure or streetscape by an overly large scale.
- c. A variety of shapes, sizes, and materials are possible for most signs; these must be selected to complement the architecture and color scheme of the building/development.
- d. Fully backlit signs are not recommended. Individual backlit or neon letters, or front- or side-lit signs are preferred. Lighting fixtures for signs must be consistent with the architecture and lighting scheme for the building/ development.
- e. Signage or wording is not encouraged on the sloped part of awnings. Simple lettering may be used on the hanging valence part of awnings.
- f. Sign materials should be of high quality, durable materials that will maintain their beauty and appearance for many years. Consider the use of materials such as bronze, brass and copper, that patina naturally with age.

The proposed variance is not in conformance with the Redevelopment Plan.

### **SECTION 3-2-10 COMMERCIAL DISTRICTS**

1. The proposed use complies with the principal permitted uses allowed within the Commercial zoning district.
2. Height Restrictions: All structures within the C general commercial zoning district must comply with the height restrictions of the current city airport master plan, to the extent the plan applies to that location.
  - The proposed wall is shown at 25' tall and meets the height restrictions for the City of Elko Airport Master Plan.
3. City code doesn't state a minimum or maximum lot size, lot coverage or setback requirements for development standards.
4. Development of the property is required to be in conformance with City code.

The proposed use is in conformance with the development standards of Elko City Code 3-2-10.

### **SECTION 3-2-22 VARIANCES:**

B. Procedure: Any person requesting a variance by the planning commission shall include:

Application Requirements: Each such application shall be signed by the owner of the land and/or buildings affected by, or by his acknowledged agent. In order for the planning commission to grant a variance, adequate evidence demonstrating conformance to the following criteria shall be presented by the applicant:

1. There are special circumstances or features, i.e., unusual shape, configuration, exceptional topographic conditions or other extraordinary situations or conditions applying to the property under consideration.
  - Applicant states: There are no special circumstances associated with the lot. It meets our specific business model. Nor does the lot have any other extraordinary situations or conditions that would prevent us from putting up signage and a walk up restaurant.
  - Staff comments: The applicant clearly stated that there are NO special circumstances or features related to the site so this requirement has not been met and therefore cannot be in support of a variance approval.
2. The special circumstance or extraordinary situation or condition results in exceptional practical difficulties or exceptional undue hardships, and where the strict application of the provision or requirement constitutes an abridgment of property right and deprives the property owner of reasonable use of property.
  - Applicant states: No Practical difficulty or undue hardship will deprive the property owner of reasonable use of the property will result if no variances are granted. Granting the variance allows the business owners to bring their business plan to fruition. The business model does not pass chapter 9 sign regulation code. Specifically, Clutter, Light Pollution, Height Requirement, and Impeding Flow of Traffic. Reasonable use provisions depend on the variance being granted. If no variances are granted, the property owners will not be entitled nor incentivized to buy or build on the property.
  - Staff comments: The applicant has stated that there is no practical difficulty or undue hardship depriving the applicant of reasonable use of the property. They also state that the plan doesn't comply with ECC 3-9 specifically clutter, light pollution, and impeding flow of traffic. The applicant clearly stated reasons why this variance should not be approved.
3. Such special circumstances or conditions do not apply generally to other properties in the same zoning district.
  - Applicant states: The business model does not pass chapter 9 sign regulation code. No other property is permitted to build our business because it does not pass the code. A variance must be granted to build the business plan. This is a commercial property, we are attempting to put commercial advertising.
  - Staff comments: The applicant has stated that there were no special circumstances or conditions.
4. The granting of the variance will not result in material damage or prejudice to other properties in the vicinity, nor be detrimental to the public interest, health, safety and general welfare.
  - Applicant states: The signage mounts and installation will be constructed with all provision of the international building code. Additionally, vendors must prove

without a reasonable doubt that their technology can endure the Northern Nevada climate. Signage will be well equipped with dimmable sensors, they will be brighter during the day and dimmer during the night. The advertising displayed will not be risqué and vulgar in nature. Advertising will be tasteful but attractive to capture the advertiser's message. Bollards will be aligned throughout the perimeter to make sure that the lots assets and pedestrians will feel safe of a possible errant vehicles.

- Staff comments: We do feel that the multiple signs all flashing different messages at the same time could be detrimental to the public safety. With both streets classified as major arterials, the safety of this intersection is of the utmost concern.
5. The granting of the variance will not substantially impair the intent or purpose of the zoning ordinance or effect a change of land use or zoning classification.
- Applicant states: We will comply with all construction stresses set forth by the international building code. Empty lot will go through a beautification remodel. It enhances every business potential by advertising their business in the busiest intersection of Elko County. It will bring curb appeal to the downtown corridor. Empty lot will go through a physical beautification and plaza has four subliminal dedications to Elko, Elko County, and Nevada. The pedestrian signage will not exceed 7ft from the ground to the top. The digital billboards will be over 25ft from the top of the sign to the ground. No signs will be in the visible eyeline of the 5th street and Idaho street intersection traffic control devices. All signs will be from only one vendor. The three wall digital billboards will be the same size. The five walk up freestanding signs will be the same size. The business plan is a Commercial Plaza. It is not a housing, industrial, or recreational classification.
  - Staff comments: Staff feels that the proposed signs substantially impair the intent of the sign code, specifically items C, D, & E. The variance will have no effect on a change in the land use or zoning classification.
6. The granting of the variance will not substantially impair affected natural resources.
- Applicant states: It's a dirt lot and we are going to be as minimally evasive as possible based on the recommendations of our architect and construction company. Walls erected will be of sound structure following building code.
  - Staff comments: We believe that granting of the variance will not impair affected natural resources.

All six of the above items need to be met in order to grant a variance. The variance request based on the information provided in the application does not conform to Section 3-2-22 of Elko City Code.

### **SECTION 3-9 SIGN REGULATIONS:**

1. It is the intent of this chapter to promote and protect the health, safety and welfare of the citizens of the city by establishing standards to ensure the placement of safe, effective

signage throughout the city. Specific regulations and standards are intended to address the following:

- A. To ensure that signs erected within the city are constructed of safe, durable materials and secured in a manner adequate to withstand physical stresses.
  - B. To protect and enhance property values and create an attractive economic and business climate.
  - C. To protect and enhance the physical beauty and appearance of the community.
  - D. To reduce sign or advertising distractions and obstructions that may adversely affect or conflict with traffic control signs, signals and other traffic control devices.
  - E. To reduce visual clutter along streets and roadways thus providing each sign user an opportunity for effective identification and advertising by addressing the quantity, height and area of freestanding signs on all sites.
2. Each property, lot or parcel of record within any commercial or industrial zoning district of the city is permitted the following:
- *One freestanding sign on each street frontage, except that a gasoline service station may have one additional trade name or pricing sign if the premises has only one street frontage and except that an automotive dealership may have one sign for each new car dealership. Frontage along a freeway or interstate highway is not considered street frontage.*
  - *Off premise signs shall observe a minimum separation distance of six hundred feet (600').*

The applicant is proposing three freestanding signs along Idaho Street with a separation of fifteen feet (15') and two along 5<sup>th</sup> street with a separation of thirteen feet (13').

3. Sign Height:

- *The maximum height of a freestanding sign shall be twenty five feet (25') if located on property abutting a street right of way having a twenty five (25) mile per hour or less speed limit.*

The proposed signs all comply with the maximum height requirement.

4. Sign Area:

- *The maximum area of a freestanding sign shall be two (2) square feet of sign area for every one linear foot of building frontage facing the adjacent street.*

The applicant is proposing each sign along Idaho Street be twenty eight square feet for a cumulative total of eighty four square feet. The building lineal footage along Idaho Street is twenty feet which would allow a freestanding sign to be a maximum of forty square feet. The applicant is proposing two signs along 5<sup>th</sup> Street for a total of fifty six square feet and fifty square feet would be allowed.

The proposed signs are not in conformance with Elko City Code 3-9.

## **FINDINGS**

1. The proposed use is in conformance with the Land Use Component of the Master Plan as well as the Transportation Component of the Master Plan.
2. The property is located within the redevelopment area and is not in conformance with the Redevelopment Plan.
3. The proposed use is in conformance with the development standards of Elko City Code 3-2-10.
4. In accordance with Section 3-2-22, the applicant has not demonstrated any special circumstances or features regarding the parcel.
5. In accordance with Section 3-2-22, the applicant has not demonstrated that there is practical difficulties or exceptional undue hardships, which constitutes an abridgment of property right and deprives the property owner of reasonable use of property.
6. Granting of the variance will result in material damage or prejudice to other properties in the vicinity.
7. Granting of the variance will substantially impair the intent or purpose of the zoning ordinance.
8. Granting of the variance will not impair natural resources.
9. The proposed signs are not in conformance with Elko City Code 3-9.

## **STAFF RECOMMENDATION:**

Staff recommends this item be **Denied** based on the findings of fact.



City of Elko Development Department  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7210  
FAX (775) 777-7219

## **Memorandum**

To: Planning Commission  
From: Michele Rambo, AICP – Development Manager  
RE: Variance 3-21  
Date: June 16, 2021

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### **RECOMMENDATION: DENIAL**

Section 3-2-22(C) states that “in order for the Planning Commission to grant a variance, adequate evidence demonstrating conformance to the following criteria shall be presented by the applicant:

1. There are special circumstances or features, i.e., unusual shape, configuration, exceptional topographic conditions, or other extraordinary situations or conditions applying to the property under consideration.
2. The special circumstance or extraordinary situation or condition results in exceptional practical difficulties or exceptional undue hardships, and where the strict application of the provision or requirement constitutes an abridgment of property right and deprives the property owner of reasonable use of property.
3. Such special circumstances or conditions do not apply generally to other properties in the same zoning district.
4. The granting of the variance will not result in material damage or prejudice to other properties in the vicinity, nor detrimental to the public interest, health, safety, and general welfare.
5. The granting of the variance will not substantially impair the intent or purpose of the zoning ordinance or effect a change of land use or zoning classification.
6. The granting of the variance will not substantially impair affected natural resources.”

Section 3-9-11 further states that the Planning Commission “upon just cause”, may modify any provision contained in the sign regulations under the variance procedures contained within Section 3-2-22, which includes the mandatory findings listed above.

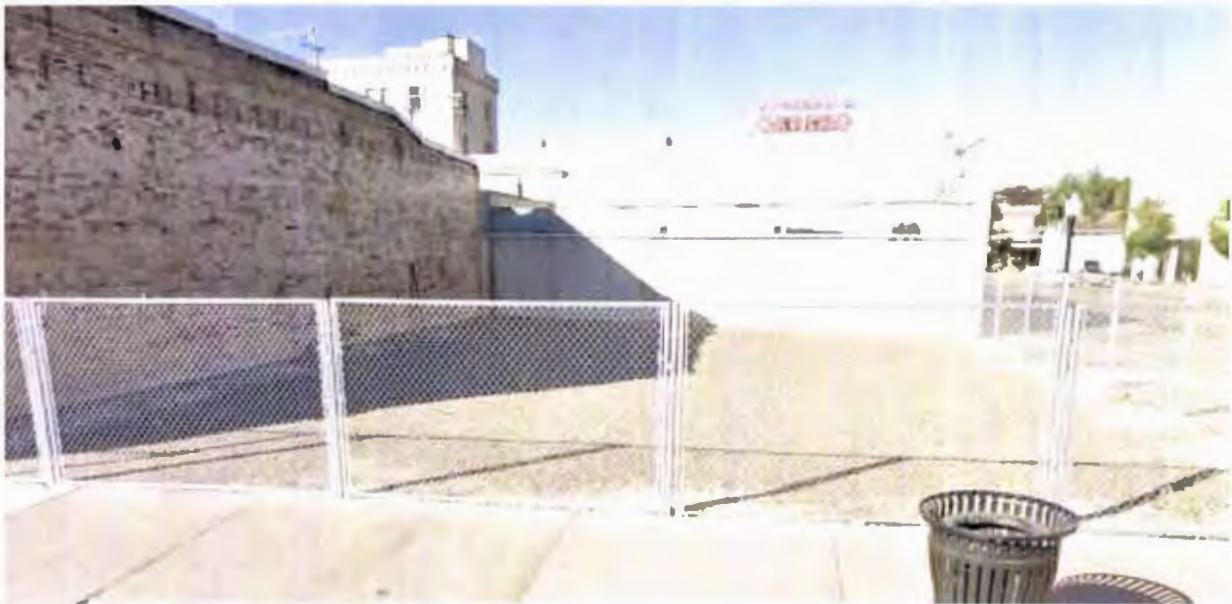
A detailed discussion of all six required findings follows.

#### **1. Special Circumstances or Features:**

As described in Finding #1, a special circumstance or feature includes UNUSUAL shape, size, or topographic features or other extraordinary conditions. In analyzing a property to determine if there is one or more of these hardships, several factors are looked at such as minimum lot size, minimum lot dimensions, the shape of the lot, etc.

The Commercial zoning district does not include minimum lot standards to compare the subject property against. In this case, you can compare the size of the lot with the lots in the surrounding area to determine if the subject lot is smaller the average. An analysis of the surrounding block shows that the property lot size of 3,661 square feet is larger than the average lot size on that block of 3,013 square feet. The subject lot is also a normal rectangular shape similar to other lots in the surrounding area. Therefore, there are no unusual circumstances related to size or shape.

Another feature that may allow for a variance approval is topography. Lots with unusual slope or large grade changes would qualify as an unusual topographic feature. However, as seen in the photo below, the subject lot is flat and, therefore, has no unusual topographic features.



In addition to this analysis done by staff, the application provided by the applicant states “there are no special circumstances associated with the lot” and the property does not “have any other extraordinary situations or conditions”.

**Can this finding be met: NO**

## **2. Difficulties and Hardships:**

This finding builds off of Finding #1 by determining if the unusual circumstances found prevent the property owner from using the property. Because there are no unusual circumstances (as discussed above), there can be no denial of property rights which would prevent the reasonable use of the property. The applicant acknowledges this in the application by stating that “no practical difficulty or undue hardship will deprive the property owners of reasonable use”.

**Can this finding be met: NO**

### **3. Comparison to Other Properties**

Like Finding #2, this finding builds off any identified special circumstances identified in Finding #1. Because there are no identified special circumstances, as acknowledged by the property owner in the application materials, there is nothing to compare to other properties within the same zoning district. All properties within the area surrounding this site are flat and compliant with required development standards.

**Can this finding be met: NO**

### **4. No Damage to Other Properties or Public Safety**

This finding is to determine if the granting of the requested variance will create a hardship for surrounding properties or negatively impact the health, safety, or welfare of the public. An argument could be made that eight (8) large, flashing reader board signs would create an issue with light and glare through the windows of neighboring businesses, especially after sunset. This could impede some ability to conduct normal business, but since there are solutions (window blinds, shades, etc.) the negative impact can be controlled.

A more important issue with having eight (8) large, flashing reader boards at one of the busiest intersections in town is the safety of both residents and visitors. The intersection of Idaho and 5<sup>th</sup> Street already sees a large amount of traffic collisions. Adding the distraction of multiple eye-catching display boards will only increase the potential for these collisions and endanger drivers and pedestrians utilizing this intersection.

A recent study (<https://www.sciencedirect.com/science/article/pii/S0965856418310632>) found that driver inattention and distraction are the biggest risks to traffic safety worldwide. In addition, "there is an emerging trend in the literature suggesting that roadside advertising can increase crash risk, particularly for those signs that have the capacity to frequently change...". Therefore, the evidence suggests that the granting of this variance will negatively impact the health, safety, and/or welfare of the public.

**Can this finding be met: NO**

### **5. Impair the Intent of the Zoning Ordinance**

Section 3-9-3 of the City Code discusses the intent of the sign ordinance. Among other items, the sign ordinance is intended to reduce visual clutter, enhance the appearance of the community, and reduce distractions that may adversely affect traffic.

Visual clutter occurs when there are more signs than necessary to convey basic information. In general, this includes both business signs and traffic signs. To implement the intent to reduce visual clutter, the sign ordinance limits the number of signs allowed per property to one per street frontage (with a few stated exceptions not applicable to this parcel). The requirement to reduce visual clutter leads to another intent: enhance the appearance of the community. While appearance is subjective and varies from one person to the next, the general rule is that fewer signs equals a better appearance. The proposal to install eight (8) signs on one parcel substantially conflicts with these two intentions of the sign ordinance.

The other intent relevant to the proposed variance application is that of reducing distractions that may adversely affect traffic. This issue was discussed in Number 4 above in relation to impacts on public health, safety, and welfare. The addition of the proposed signage will create a significant distraction that may adversely affect traffic and pedestrians alike.

**Can this finding be met: NO**

**6. Impair Natural Resources:**

There are no natural resources occupying or using this site. Therefore, there will be no impairment to any natural resources.

**Can this finding be met: YES**

**CONCLUSION**

The application states that without the proposed variance, "the property owners will not be incentivized to buy or build on the property". Unfortunately, financial viability is not a legal finding to approve a variance. In fact, the Nevada Planning Guide instructs that variances cannot be granted "to permit uses in zoning districts in which a use is not allowed, vary minimum spacing requirements, or relieve hardships that are solely personal, self-created, or financial in nature".

City Code Section 3-2-22(C) requires that the Planning Commission determine that all six required findings be met in order to approve any variance application. At this time, the Development Department can only find justification to meet one of the six required findings. Therefore, the Development Department is recommending denial of the proposed variance.



## **ELKO POLICE DEPARTMENT**

Ty Trouten  
*Police Chief*

1448 Silver Street  
Elko, Nevada 89801  
775.777.7310  
775.738.1415 Fax  
www.elkocity.com

June 28, 2021

TO: Elko City Planning Commission  
FROM: Police Chief Ty Trouten  
SUBJECT: Variance Opposition

I would like to express some safety concerns with respect to the requested variance for the 5<sup>th</sup> and Idaho vacant lot and proposed reader boards on that lot.

My first concern is the safety factor. The intersection of 5<sup>th</sup> Street and Idaho Street is very busy, and also one of the highest for accidents in the city, exceeded only by 12<sup>th</sup> Street and Idaho Street. In 2020 there were ten (10) accidents at the 5<sup>th</sup> Street and Idaho Street Intersection. There were twelve (12) at 12<sup>th</sup> Street and Idaho Street in the same time period.

When compared to intersections such as 12<sup>th</sup> Street and Silver Street (3 accidents), Idaho at Mountain City Highway (5 accidents) and Mountain City Highway and Spruce (4 accidents), which are arguably more heavily travelled on a daily basis, the intersection at 5<sup>th</sup> Street and Idaho Street particularly stands out.

Reasons for the high rate of accidents is likely the reduced visibility due to structures and proximity to the downtown bar area. Although for 2020, only one accident at this intersection was alcohol related. I am concerned that the reader boards will constitute an unnecessary diversion for drivers. If the brightness is similar to the reader board near Idaho Street and 12<sup>th</sup> Street, this will be particularly true at night. The 5<sup>th</sup> Street and Idaho Street Intersection is also busy for pedestrian traffic, further exacerbating my concerns.

I also believe that bright flashing lights would not be conducive to some businesses in the area, such as the Esquire Inn. The visual pollution would be likely to disrupt customers at this motel.

While I look forward to this lot being utilized, and the plans, absent the reader boards, would be a supported use, I cannot support the reader board portions and would ask the Planning Commission to deny the variance.



Steve Sisolak  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

DISTRICT III  
1951 Idaho St  
Elko, Nevada 89801  
(775) 777-2700

Kristina Swallow, P.E., Director  
In Reply Refer to:

June 28, 2021

City of Elko Planning  
Attn: Cathy Laughlin  
1751 Idaho St  
Elko, NV 89801

Dear Cathy:

This letter is in regards to proposed activities at 397 5<sup>th</sup> Street.

SR 535 also known as Idaho Street is part of NHS (National Highway System) that is governed by NRS and NAC 408 Beautification of Highways. Any sign that is within 660 feet of this route shall be permitted through NDOT if the signage **does not** advertise for any service or product sold on the lot the sign is constructed on.

Bit more of a clarifying summary, the sign(s) on the property can only advertise what is sold on the property. If the owners are looking to advertise anything beyond what is sold on the property, an NDOT billboard permit must be applied for and meet the requirements of NAC/NRS 408.

If you have any questions, please do not hesitate to contact the Right of Way office at (775) 777-2700.

Sincerely,

A handwritten signature in black ink that reads "Rhonda Morfin".

Rhonda Morfin  
ROW/ Utility Supervisor  
NDOT District III Elko

RMM

Enclosures

cc: File  
Scott Wilkinson, Assistant City Manager, City of Elko  
Michele Rambo, Develop Manger, City of Elko

# Variance 3-21 DAG, LLC - Appeal 9/14 CC

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001263007	3L LLC } 1pc		517 IDAHO ST	ELKO NV	89801-3756
001263006	3L LLC }		517 IDAHO ST	ELKO NV	89801-3756
001266008	560 IDAHO ST LLC } 1pc		560 IDAHO ST	ELKO NV	89801-3716
001266004	560 IDAHO ST LLC }		560 IDAHO ST	ELKO NV	89801-3716
	ALGERIO, KATHY		2075 GRISWOLD DR #1-C	ELKO NV	89801-2654
001265011	ANACABE, ANITA T		2000 RUBY VIEW DR	ELKO NV	89801
001262008	API FOR MACLEAN IDAHO STREET PR		2 OLYMPIA HILLS CIR	LAS VEGAS NV	89141
001263005	BHAKTA, BHULABHAI & SADHANA B T	ESQUIRE MOTEL	505 IDAHO ST	ELKO NV	89801-3756
001262007	BLOHM, LINA TR		495 IDAHO ST	ELKO NV	89801-3766
001265014	BROWN, PHILLIP GEORGE ET AL		PO BOX 1660	ELKO NV	89803-1660
001265018	CAVANAUGH & CAVANAUGH LLC		401 RAILROAD ST	ELKO NV	89801-3763
001266001	CITY CENTER ONE LLC	C/O MAYNARD, PATRICIA	2115 SIERRA DR	ELKO NV	89801-4560
001265004	CUCINA INVESTMENTS LLC		3611 AUTUMN COLORS DR	ELKO NV	89801-7801
001266003	DIGRAZIA & GOICOECHEALLC		530 IDAHO ST	ELKO NV	89801-3716
001263010	ELKO COUNTY OF		571 IDAHO ST	ELKO NV	89801-3715
001265002	ELKO GENERAL MERCHANDISE CO INC		416 IDAHO ST	ELKO NV	89801-3714
001265008	ENLIGHTEN, LLC		340 S 800 W	OREM UT	84058-5355
001262001	FIRST NAT BANK OF NEV } 1pc	C/O THOMSON PROPERTY TAX SER	PO BOX 2609	CARLSBAD CA	92018-2609
001262012	FIRST NAT BANK OF NEV }	C/O THOMSON PROPERTY TAX SER	PO BOX 2609	CARLSBAD CA	92018-2609
001265010	GOLDIE, RONALD ALLEN		182 W BULLION RD UNIT 13	ELKO NV	89801-7617
001265009	GSC PROPERTIES LLC		475 RAILROAD ST	ELKO NV	89801-3717
001262009	HIGLEY, SHIRLEY S TR ET AL		1140 HIGHLAND DR	ELKO NV	89801-2954
001266010	J QUAID INVESTMENTS LLC SERIES2		PO BOX 1892	ELKO NV	89803-1892
001265003	JADEN ENTERPRISES LLC		1705 SEQUOIA DR	ELKO NV	89801-1605
001265013	JENNINGS, MICHAEL R		1122 CALVADOS DR	SPARKS NV	89434-2508
001265007	KNIGHT, DAVID COOPER TR ET AL		109 FIR ST	ELKO NV	89801-3023
001262010	LEMONS, JOSEPH DONALDSUE ADELE		205 WALNUT ST	ELKO NV	89801-2831
001265005	LIPPARELLI, MATTHEW H& TERESA J		462 IDAHO ST	ELKO NV	89801-3714
001265015	NYE, MICHAEL B		433 RAILROAD ST	ELKO NV	89801-3717
001262011	O'CONNOR, JERRY D TR ET AL		415 IDAHO ST	ELKO NV	89801-3713
001265019	ORMAZA SERIES(400 IDAHO)LLC } 1pc		PO BOX 339	ELKO NV	89803-0339
001265001	ORMAZA SERIES(400 IDAHO)LLC }		PO BOX 339	ELKO NV	89803-0339
001265012	PUNTES, TEODORA & EUSEBIO		451 RAILROAD ST	ELKO NV	89801-3717

001265017 WINES, CATHERINE

421 RAILROAD ST STE 208

**ELKO NV**

89801-3751

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## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, September 14, 2021 beginning at 5:30 P.M. P.D.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via Gotomeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/935467373>.

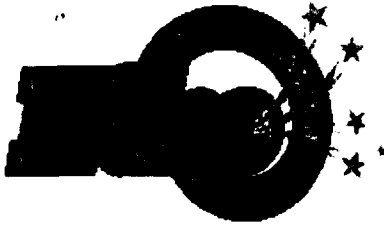
You can also dial in using your phone at **+1 (408) 650-3123**. The **Access Code** for this meeting is **935-467-373**.

The specific item to be considered under public hearing format is:

- **Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-22(H), appealing the Elko City Planning Commission's decision to deny Variance No. 3-21, filed by DAG, LLC., on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, located generally on the south corner of the intersection of Idaho Street and 5<sup>th</sup> Street (397 5<sup>th</sup> Street), and matters related thereto.**

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**



## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

(775) 777-7160 \* (775) 777-7219 fax

### APPLICATION FOR VARIANCE

APPLICANT(s): DAG LLC (dba Downtown Advertising Group)  
MAILING ADDRESS: PO Box 505 Elko NV 89803  
PHONE NO (Home) 702 927 8339 (Business) 775 401 4027

NAME OF PROPERTY OWNER (If different): Sonora LLC please see email for  
(Property owner's consent in writing must be provided.)

MAILING ADDRESS: Consent in writing

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.: 001-265-006 Address 397 S<sup>th</sup> Street Elko NV 89801

Lot(s), Block(s), & Subdivision \_\_\_\_\_

Or Parcel(s) & File No. \_\_\_\_\_

#### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1<sup>st</sup> Tuesday of every month).

**Fee:** A \$500.00 non-refundable fee must be paid. If in conjunction with a Rezone Application a \$250.00 non-refundable fee must be paid.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

**Elevation Plan:** Elevation profile of all proposed buildings or alterations in sufficient detail to explain the nature of the request must be provided.

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

**Other Information:** The applicant is encouraged to submit other information and documentation to support this Variance application.

The APPLICANT requests the following variance from the following section of the zoning ordinance:

Chapter 9: Sign Regulations (3-9-7, 3-9-8, 3-9-12)

1. The existing zoning classification of the property Commercial

2. The applicant shall present **adequate** evidence demonstrating the following criteria which are necessary for the Planning Commission to grant a variance:

- a) Identify any special circumstances, features or conditions applying to the property under consideration. i.e., unusual shape, configuration, exceptional topographic conditions or other extraordinary situations or conditions

Please refer to Appendix 2a  
response.

- b) Identify how such circumstances, features or conditions result in practical difficulty or undue hardship and deprive the property owner of reasonable use of property.

Please refer to Appendix 2b  
response.

- c) Indicate how the granting of the variance is necessary for the applicant or owner to make reasonable use of the property.

Please refer to Appendix 2c  
response.

- d) Identify how such circumstances, features or conditions do not apply generally to other properties in the same Land Use District.

Please refer to Appendix 2d response.

- e) Indicate how the granting of the variance will not result in material damage or prejudice to other properties in the vicinity nor be detrimental to the public health, safety and general welfare.

Please refer to Appendix 2e response.

- f) Indicate how the variance will not be in conflict with the purpose or intent of the Code.

Please refer to Appendix 2f response.

- g) Indicate how the granting of the variance will not result in a change of land use or zoning classification.

Please refer to Appendix 2g response.

- h) Indicate how granting of the variance will not substantially impair affected natural resources.

Please refer to Appendix 2h response.

3. Describe your ability (i.e. sufficient funds or a loan pre-approval letter on hand) and intent to construct within one year as all variance approvals **must** commence construction within one year and complete construction within 18 months per City Code Section 3-2-22 F.1.: \_\_\_\_\_

Please refer to Appendix 3 response.

**(Use additional pages if necessary to address questions 2a through h)**

**This area intentionally left blank**

**By My Signature below:**

☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspecting said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

**Applicant / Agent** Adrian Gonzalez Managing Partner DAG LLC  
(Please print or type)

**Mailing Address** PO BOX 505  
Street Address or P.O. Box

Elko, NV 89801  
City, State, Zip Code

Phone Number: 775-401-4027

Email address: agonzalez@dagnv.com

**SIGNATURE:** 

---

**FOR OFFICE USE ONLY**

**File No.:** 3-21 **Date Filed:** 6/15/21 **Fee Paid:** \$500 **CV#** 1005

**RECEIVED**

JUN 16 2021

**2(a) Response:**

There are no special circumstances associated with the lot. It meets our specific business model. Nor does the property have any other extraordinary situations or conditions that would prevent us from putting up signage and a walk up restaurant.

**2(b) Response:**

No practical difficulty or undue hardship will deprive the property owners of reasonable use of the property will result if no variances are granted.

**2(c) Response:**

Granting the variances allows the business owners to bring their business plan to fruition. The business model does not pass chapter 9 sign regulation code. Specifically, clutter, light pollution, height requirement, and impeding flow of traffic. Reasonable use provisions depend on the variance being granted. If no variances are granted, the property owners will not be incentivized to buy or build on the property.

**2(d) Response:**

The business model does not pass chapter 9 sign regulation code. No other property is permitted to build our business model because it does not pass the code unless they are granted a variance. This is a commercial property and we are constructing a commercial advertising plaza under the same Land Use District of the downtown corridor.

**2(e) Response:**

The signage mounts and installation will be constructed with all provision of the international building code. Vendors must prove without a reasonable doubt that their technology can endure the Northern Nevada climate. Signage will be well equipped with dimmable sensors, they will be brighter during the day and dimmer during the night. Client contract will contain provision about advertising being displayed and they will not be advertising risqué and vulgar content. Advertising will be tasteful but attractive to capture the advertiser's message. Bollards will be aligned throughout the perimeter to make sure that the lots assets and pedestrians will feel safe of a possible errant vehicles.

**2(f) Response in Blue:**

The following is the code verbatim;

The chapter 9 sign regulations establish standards to ensure the placement of safe, effective signage throughout the city. Specific regulations and standards are intended to address the following:

- a. To ensure that signs erected within the city are constructed of safe, durable materials and secured in a manner adequate to withstand physical stresses.

*We will comply with all construction stresses set forth by the international building code.*

- b. To Protect and enhance property values and create an attractive economic and business climate.

*Empty lot will go through a beautification remodel. It enhances every local business by advertising their business in the busiest intersection of Elko County. It will bring curb appeal to the downtown corridor.*

- c. To protect and enhance the physical beauty and appearance of the community.

*Empty lot will go through a physical beautification and plaza has four subliminal dedications to Elko, Elko County, and Nevada.*

- d. To reduce sign or advertising distractions and obstructions that may adversely affect or conflict with traffic control signs, signals, and other traffic control devices.

*The pedestrian signage will not exceed 7ft from the ground to the top. The digital billboards will be over 25ft from the top of the sign to the ground. No signs will be in the visible eyeline of the 5<sup>th</sup> street and Idaho street intersection traffic control devices.*

- e. To reduce visual clutter along streets and roadways thus providing each sign user an opportunity for effective identification and advertising by addressing the quantity, height, and area of freestanding signs on all sites. (Ord. 608, 10-28-2003)

*All signs will be from only one vendor. The three wall digital billboards will be the same size. The five walk up freestanding signs will be the same size and be 12 feet apart from the other freestanding signs.*

**2(g) Response:**

The business plan is a commercial advertising plaza. No land use or zoning classification will be needed for this business plan it is not a housing, industrial, or recreational business concept.

**2(h) Response:**

It is currently an empty lot. We are going to be as minimally evasive as possible based on the recommendations of our architect and construction company. Walls erected will be of sound structure following building code.

**3. Response:**

If variances are granted, the LLC partners are immediately contracted to pay on the property note. Immediately after approval, the business plan will be able to factually state how many signages we can operate. Creditors will perform their review of our forecasting trends and financial analysis of the business plan. Construction bids, digital billboards bids, and bollard bids will be requested immediately while we are securing capital. The LLC partners have sufficient cash flows to pay on the property note and when capital is raised for the signage, bollards, and walk up restaurant construction will commence.

## **Cathy Laughlin**

---

**From:** Janet Pescio <the\_cove09@yahoo.com>  
**Sent:** Friday, June 04, 2021 1:39 PM  
**To:** Cathy Laughlin

I, Janet Pescio, give permission to DAG LLC (dba Downtown Advertising Group) to apply for a variance. This property is currently owned by Sonora.

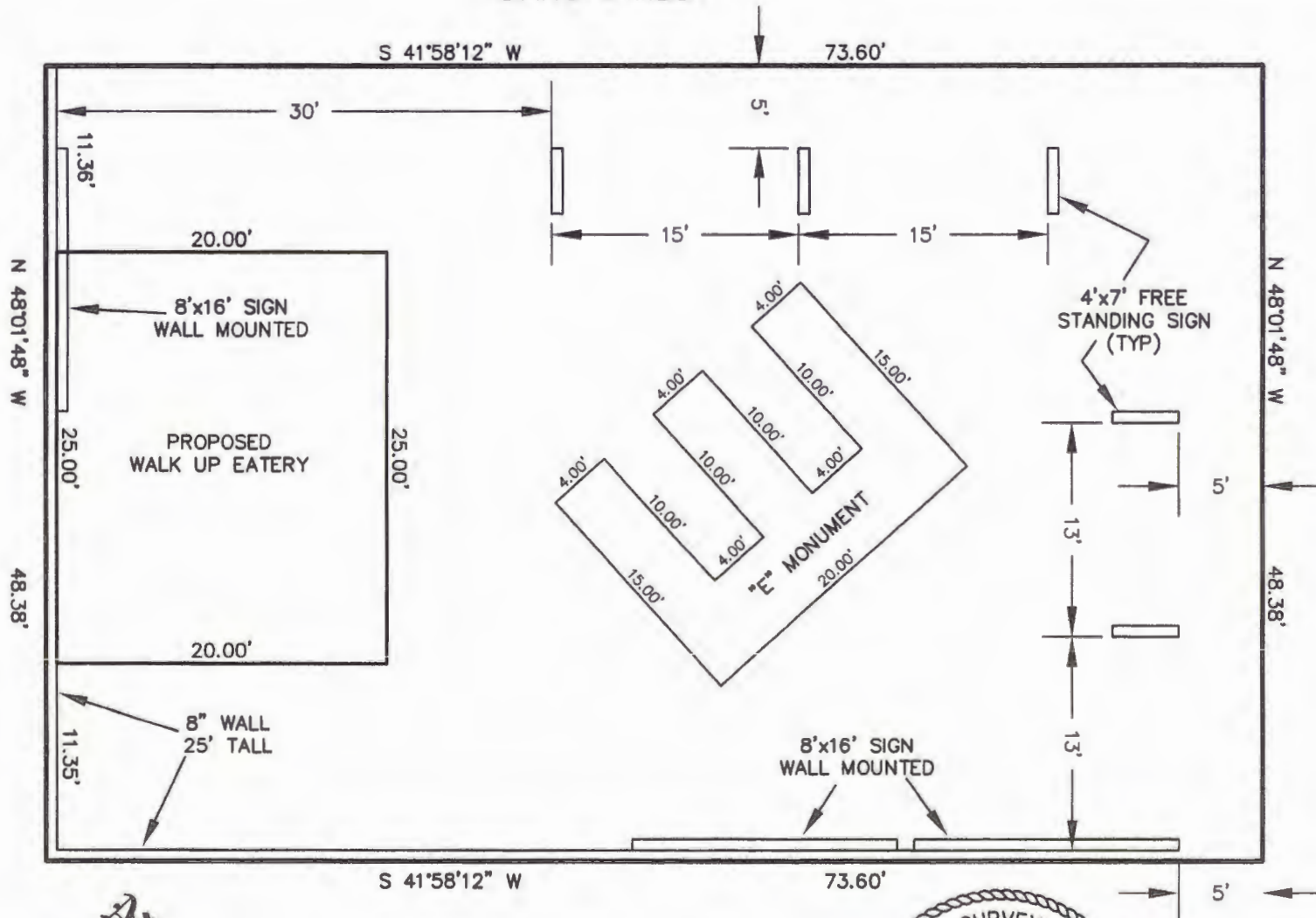
Thank You,

Janet Pescio

Sent from my iPhone



IDAHO STREET



SITE PLAN  
OF  
PROPOSED IMPROVEMENTS  
FOR  
DAG, LLC  
ELKO, NEVADA

